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FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

DEC 28 2018

SEAN F. McAVOY, CLERK
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9 UNITED STATES DISTRICT COURT
10 FOR THE EASTERN DISTRICT OF WASHINGTON

11 UNITED STATES OF AMERICA,

12 Plaintiff,

13 vs.

14 DANIELLE CORINE MATA,

15 Defendant.

4:18-CR-6044-EFS-2

Plea Agreement

16 Plaintiff, United States of America, by and through Joseph H. Harrington,
17 United States Attorney for the Eastern District of Washington; George J.C. Jacobs, III,
18 Assistant United States Attorney for the Eastern District of Washington; Defendant
19 DANIELLE CORINE MATA; and Defendant's counsel, Nicholas Marchi, agree to
20 the following Plea Agreement:

21 1. Guilty Pleas and Maximum Statutory Penalties:

22 Defendant, DANIELLE CORINE MATA, agrees to plead guilty to Count 1 of
23 the Superseding Indictment filed on November 20, 2018, charging Defendant with
24 conspiracy to commit the following offenses: (a) knowingly and intentionally
25 distribute and dispense, and cause to be distributed and dispensed, quantities of
26 controlled substances, including Fentanyl, Oxycodone, Methadone, Hydromorphone,
27 Methylphenidate, Amphetamine mixture, all Schedule II controlled substances, and
28

1 Carisoprodol and Alprazolam, all Schedule IV controlled substances, by issuing
2 “prescriptions,” and causing the issuing of “prescriptions,” without a legitimate
3 medical purpose and outside the usual course of professional practice, in violation of
4 21 U.S.C. § 841(a)(1), (b)(1)(C), (b)(2), and 21 C.F.R. § 1306.04; all in violation of
5 21 U.S.C. § 846; and (b) knowingly and intentionally possess with intent to distribute
6 and to dispense, quantities of controlled substances, including Fentanyl, Oxycodone,
7 Methadone, Hydromorphone, Methylphenidate, and Amphetamine mixture, all
8 Schedule II controlled substances, and Carisoprodol and Alprazolam, all Schedule IV
9 controlled substances, in violation of 21, U.S.C. § 841(a)(1), (b)(1)(C), (b)(2), and 21
10 C.F.R. § 1306.04; all in violation of 21 U.S.C. § 846.

11 Defendant also agrees to plead guilty to Counts 4, 6, 18, 56, 57 and 64 of the
12 Superseding Indictment filed on November 20, 2018, which charge Defendant with
13 knowingly and intentionally distributing and dispensing, and causing to be distributed
14 and dispensed, a mixture and substance containing a detectable amount of a Schedule
15 II controlled substance, Oxycodone and Fentanyl, by issuing “prescriptions” without a
16 legitimate medical purpose and outside the usual course of professional practice, in
17 violation of 21 U.S.C. §§ 841(a)(1), (b)(1)(C), 846, 21 C.F.R. § 1306.04, and 18
18 U.S.C. § 2.

19 Defendant understands that Counts 1, 4, 6, 18, 56, 57 and 64 (all charging
20 Schedule II controlled substances) are Class B felony offenses, which carry a
21 maximum statutory penalty of: not more than a twenty-year term of imprisonment; a
22 fine not to exceed \$1,000,000; not less than a three-year nor more than a life term of
23 supervised release; and a \$100 special penalty assessment. If Defendant has one or
24 more prior felony drug convictions, and the United States files a Notice of Penalty
25 Enhancement pursuant to 21 U.S.C. § 851, each offense would then carry a maximum
26 statutory penalty of not more than a thirty-year term of imprisonment; not less than a
27 six-year nor more than a life term of supervised release; a fine not to exceed
28 \$2,000,000 and a \$100 special penalty assessment.

1 Defendant understands that the Court has the authority to impose concurrent or
2 consecutive sentences for each count of conviction. 18 U.S.C. § 3584. Defendant
3 understands that if the Court imposes consecutive sentences, she would have to serve
4 one after the other. *Id.*

5 Defendant understands that a violation of a condition of supervised release
6 carries an additional penalty of re-imprisonment for all or part of the term of
7 supervised release without credit for time previously served on post-release
8 supervision.

9 2. Denial of Federal Benefits:

10 The Defendant understands that by entering her pleas of guilty the Defendant is
11 no longer eligible for assistance under any state program funded under part A of title
12 IV of the Social Securities Act (concerning Temporary Assistance for Needy
13 Families) or benefits under the food stamp program or any state program carried out
14 under the Food Stamp Act. 21 U.S.C. § 862a. Further, the Court may deny the
15 Defendant's eligibility to any grant, contract, loan, professional license, or commercial
16 license provided by an agency of the United States or by appropriated funds of the
17 United States. 21 U.S.C. § 862.

18 3. The Court is Not a Party to the Agreement:

19 The Court is not a party to this Plea Agreement and may accept or reject it.
20 Sentencing is a matter solely within the Court's discretion. Defendant understands the
21 Court: 1) is under no obligation to accept any recommendations made by the United
22 States and/or by the Defendant; 2) will obtain an independent report and sentencing
23 recommendation from the U.S. Probation Office; and 3) may, in its discretion, impose
24 any sentence it deems appropriate up to the statutory maximum penalties stated in the
25 Plea Agreement.

26 Defendant acknowledges that no promises of any type have been made with
27 respect to the sentence the Court will impose in this matter. Defendant understands
28

1 the Court is required to consider the applicable sentencing guideline range, but may
2 depart or vary upward or downward under the appropriate circumstances.

3 Defendant also understands that should the sentencing judge decide not to
4 accept any of the parties' recommendations, that decision is not a basis for
5 withdrawing from this Plea Agreement, or a basis for withdrawing her plea of guilty.

6 4. Waiver of Constitutional Rights:

7 Defendant understands that by pleading guilty, she is knowingly and voluntarily
8 waiving certain constitutional rights, including:

- 9 (a) the right to a jury trial;
- 10 (b) the right to see, hear, and question the witnesses;
- 11 (c) the right to remain silent at trial;
- 12 (d) the right to testify at trial; and
- 13 (e) the right to compel witnesses to testify.

14 While Defendant is waiving certain constitutional rights, Defendant understands
15 she retains the right to be assisted through the sentencing and any direct appeal of the
16 conviction and sentence by an attorney, who will be appointed at no cost if Defendant
17 cannot afford to hire an attorney. Defendant also acknowledges that any pretrial
18 motions currently pending before the Court are waived.

19 5. Elements of the Offense:

20 The parties agree that, in order to convict Defendant of Conspiracy to Distribute
21 or Dispense, or Cause to be Distributed or Dispensed Schedule II or Schedule IV
22 controlled substances, without a legitimate medical purpose and outside the usual
23 course of professional practice, and Aiding and Abetting in the Distribution or
24 Dispensing of Schedule II controlled substances without a legitimate medical purpose
25 and outside the usual course of professional practice, as charged in Counts 1, 4, 6, 18,
26 56, 57 and 64 of the Superseding Indictment, the United States would have to prove
27 beyond a reasonable doubt the following elements:

28 //

Count 1:

First, beginning on or about August 14, 2015, and continuing until on or about May 31, 2017, in the Eastern District of Washington, there was an agreement between two or more persons to commit the following offenses:

a) to knowingly and intentionally distribute or dispense, or cause to be distributed or dispensed, quantities of controlled substances, including Fentanyl, Oxycodone, Methadone, Hydromorphone, Methylphenidate, Amphetamine mixture, all Schedule II controlled substances, and Carisoprodol and Alprazolam, all Schedule IV controlled substances, by issuing “prescriptions,” or causing the issuing of “prescriptions,” without a legitimate medical purpose and outside the usual course of professional practice, in violation of 21 U.S.C. § 841(a)(1), (b)(1)(C), (b)(2), and 21 C.F.R. § 1306.04; and,

b) to knowingly and intentionally possess with intent to distribute or to dispense, quantities of controlled substances, including Fentanyl, Oxycodone, Methadone, Hydromorphone, Methylphenidate, Amphetamine mixture, all Schedule II controlled substances, and Carisoprodol and Alprazolam, all Schedule IV controlled substances, in violation of 21, U.S.C. § 841(a)(1), (b)(1)(C), (b)(2), and 21 C.F.R. § 1306.04; and

Second, Defendant, DANIELLE CORINE MATA, became a member of the conspiracy knowing of at least one of its objects and intending to help accomplish it.

Counts 4, 6, 18, 56, 57 and 64:

First, on or about February 17, 2016 [Count 4], April 30, 2016 [Count 6], August 9, 2016 [Count 18], March 10, 2017 [Count 56], March 22, 2017 [Count 57], April 28, 2017 [Count 64], in the Eastern District of Washington,

Defendant ARNOLD knowingly and intentionally distributed or dispensed, or

1 cause to be distributed or dispensed, a mixture or substance containing a
2 detectable amount of a Schedule II controlled substance, 90 Oxycodone 20mg
3 pills [Count 4], 120 Oxycodone 15mg pills [Count 6], 15 Fentanyl 100mcg
4 patches [Counts 18 and 56], 15 Fentanyl 50mcg patches [Count 64], by issuing
5 prescriptions without a legitimate medical purpose and outside the usual course
6 of professional practice;

7 *Second*, Defendant MATA knowingly and intentionally aided, counseled,
8 commanded, induced or procured Defendant ARNOLD to commit the crime of
9 knowingly and intentionally distributing or dispensing, or causing to be
10 distributed or dispensed, a mixture or substance containing a detectable amount
11 of a Schedule II controlled substance 90 Oxycodone 20mg pills [Count 4], 120
12 Oxycodone 15mg pills [Count 6], 15 Fentanyl 100mcg patches [Counts 18 and
13 56], 150 Oxycodone 30mg pills [count 57], 15 Fentanyl 50mcg patches [Count
14 64], by issuing prescriptions without a legitimate medical purpose and outside
15 the usual course of professional practice;

16 *Third*, Defendant MATA knew that it was a controlled substance; and

17 *Fourth*, Defendant MATA acted before the crime was completed.

18 6. Factual Basis and Statement of Facts:

19 The parties stipulate and agree that the United States could prove the following
20 facts beyond a reasonable doubt at trial, and these facts constitute an adequate factual
21 basis for Defendant's guilty plea. This statement of facts does not preclude either
22 party from presenting and arguing, for sentencing purposes, additional facts which are
23 relevant to the guideline computation or sentencing, unless otherwise prohibited in
24 this agreement.

25 Defendant MATA conspired with Defendants JANET SUE ARNOLD aka
26 "Nugget," JENNIFER CHERI PRICHARD, DAVID BARNES NAY ("NAY"), LISA
27 MARIE COOPER and others to distribute or dispense, or cause to be distributed or
28 dispensed, and to possess with the intent to distribute quantities of controlled
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1 substances including Fentanyl, Oxycodone, Methadone, Hydromorphone,
2 Methylphenidate, Amphetamine mixture, all Schedule II controlled substances, and
3 Carisoprodol and Alprazolam, all Schedule IV controlled substances, by issuing
4 “prescriptions,” or causing the issuing of “prescriptions,” without a legitimate medical
5 purpose and outside the usual course of professional practice. Beginning in and
6 around March 2016, and continuing through on or about May 3, 2017, Defendants
7 ARNOLD, MATA, PRICHARD, COOPER, and NAY worked together and with
8 other individuals to distribute, and possess with intent to distribute, large amounts of
9 highly addictive prescription drugs in and around Richland, Washington.

10 Defendant JANET SUE ARNOLD (“ARNOLD”) owned and operated a medical
11 clinic known as Desert Wind Family Practice (“DWFP”), located at 431 Wellsian Way,
12 Richland, Washington 99352. DWFP was not licensed by the State of Washington as
13 a pain management clinic. Defendant ARNOLD was a licensed physician who held a
14 Washington medical license and Drug Enforcement Administration (“DEA”)
15 registration number. As such, Defendant ARNOLD was authorized to prescribe
16 controlled substances for legitimate medical purposes and in the usual course of
17 professional practice. An individual (identified herein by the initials “T.N.”) acted as
18 DWFP’s receptionist until in or about March 2016. T.N. had no known medical
19 background and was not licensed as any type of care provider by the State of
20 Washington.

21 Beginning in or about March 2016, Defendant ARNOLD hired Defendant
22 DANIELLE CORINE MATA (“MATA”) to work as DWFP’s receptionist and office
23 manager. Defendant MATA worked at DWFP until on or about May 31, 2017, when
24 the State of Washington summarily suspended Defendant ARNOLD’s medical license.
25 Defendant MATA was not licensed as any type of care provider by the State of
26 Washington, and did not have a DEA registration number to prescribe controlled
27 substances. Beginning in or about November 2016, Defendant ARNOLD hired
28 Defendant JENNIFER CHERI PRICHARD (“PRICHARD”) to work at DWFP.
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1 Defendant PRICHARD was not licensed as any type of care provider by the State of
2 Washington, and did not have a DEA registration number to prescribe controlled
3 substances.

4 At an exact date unknown, but at least by in or about March 2016 and continuing
5 through on or about May 3, 2017, Defendant ARNOLD would pre-sign blank
6 prescriptions and provide pre-signed blank prescriptions to Defendants MATA and
7 PRICHARD to provide to individuals seeking Schedule II and Schedule IV controlled
8 substances. At various times, Defendants MATA and PRICHARD would meet with
9 Defendant ARNOLD at off-site locations where Defendant ARNOLD would pre-sign
10 blank prescription paper to provide to individuals seeking Schedule II and Schedule IV
11 controlled substances.

12 At an exact date unknown, but at least by in or about March 2016 and continuing
13 through on or about May 3, 2017, Defendant ARNOLD would allow Defendant MATA,
14 even though Defendant MATA was not trained or legally authorized to do so, to fill in
15 all the required prescription information on blank prescriptions pre-signed by Defendant
16 ARNOLD – to include patient name, drug type, dosage, and quantity – and Defendant
17 ARNOLD would also allow Defendant MATA to provide the prescriptions to
18 customers or patients. Defendant ARNOLD would sometimes pre-sign blank
19 prescriptions without even knowing the identities of the customer to whom the
20 prescriptions would be issued or the nature or dosage of the drug to be prescribed.

21 NAY used other individuals to obtain and fill prescriptions for controlled
22 substances using prescriptions pre-signed by Defendant ARNOLD. NAY provided
23 Defendant MATA with the name and other required information to use on the otherwise
24 blank pre-signed prescriptions.

25 Defendant LISA MARIE COOPER (“COOPER”) was a resident of Prosser,
26 Washington. Defendant COOPER used other individuals to obtain and fill prescriptions
27 for controlled substances using prescriptions pre-signed by Defendant ARNOLD.

1 The Controlled Substances Act, 21 U.S.C. § 841 et seq. (“CSA”) governs the
2 manufacture, distribution, and dispensing of controlled substances in the United States.
3 With limited exceptions for medical professionals, the CSA made it “unlawful for any
4 person knowingly or intentionally ... to manufacture, distribute, or dispense ... a
5 controlled substance.” The CSA defines a “controlled substance” as a drug or other
6 substance that is included in one of five schedules – Schedules I, II, III, IV, or V – of
7 Subchapter I, Part B of the Act. 21 U.S.C. § 802(6). Drugs or substances are placed
8 into these schedules based on their potential for abuse, among other reasons. “Schedule
9 II” means that the drug or other substance has a currently accepted medical use with
10 severe restrictions and has a high potential for abuse that can lead to severe
11 psychological or physical dependence. 21 U.S.C. § 812(b)(2). “Schedule IV” means
12 that the drug or other substance has a currently accepted medical use with a low
13 potential for abuse relative to those listed in Schedule III and can lead to limited physical
14 or psychological dependence. 21 U.S.C. § 812(b)(4).

15 “Fentanyl” is a generic name for a narcotic (opioid) analgesic. It is also sold as
16 transdermal patches under the brand name Duragesic®. Transdermal fentanyl patches
17 are designed to release a specific dose of fentanyl every hour for 72 hours (3 days). For
18 example, a fentanyl 100mcg/hr patch will release 100mcg of fentanyl every hour for 72
19 hours. Fentanyl is classified under federal law as a Schedule II controlled substance.
20 When legally prescribed for a legitimate medical purpose, fentanyl typically is used for
21 the relief of moderate to severe long-term pain. Fentanyl can be extremely habit-
22 forming. Fentanyl is to be prescribed only when medically required and is to be taken
23 only in a manner prescribed by a doctor for a particular patient.

24 “Oxycodone” is a generic name for a narcotic (opioid) analgesic. It is also sold
25 under the brand name Roxicodone®. Oxycodone is classified under federal law as a
26 Schedule II controlled substance. When legally prescribed for a legitimate medical
27 purpose, oxycodone typically is used for the relief of moderate to severe short-term
28 pain. Oxycodone can be extremely habit-forming. Oxycodone is to be prescribed only

1 when medically required and is to be taken only in a manner prescribed by a doctor for
2 a particular patient.

3 “Methadone” is a generic name for a narcotic (opioid) analgesic. It is also sold
4 under the brand name Methadose®. Methadone is classified under federal law as a
5 Schedule II controlled substance. When legally prescribed for a legitimate medical
6 purpose, methadone typically is used for the treatment of withdrawal symptoms in
7 patients addicted to heroin and other narcotic drugs. Methadone can also be used as a
8 pain reliever as part of a drug addiction detoxification and maintenance program.
9 Methadone can be extremely habit-forming. Methadone is to be prescribed only when
10 medically required and is to be taken only in a manner prescribed by a doctor for a
11 particular patient.

12 “Hydromorphone” is a generic name for a narcotic (opioid) analgesic. It is also
13 sold under the brand name Dilaudid®. Hydromorphone is classified under federal law
14 as a Schedule II controlled substance. When legally prescribed for a legitimate medical
15 purpose, hydromorphone typically is used for the relief of moderate to severe short-
16 term pain. Hydromorphone can be extremely habit-forming. Hydromorphone is to be
17 prescribed only when medically required and is to be taken only in a manner prescribed
18 by a doctor for a particular patient.

19 “Methylphenidate” is a generic name for a stimulant. It is also sold under the
20 brand name Ritalin®. Methylphenidate is classified under federal law as a Schedule II
21 controlled substance. When legally prescribed for a legitimate medical purpose,
22 methylphenidate typically is used for the treatment of Attention Deficit / Hyperactivity
23 Disorder (ADHD), Attention Deficit Disorder (ADD), and/or narcolepsy.
24 Methylphenidate can be extremely habit-forming. Methylphenidate is to be prescribed
25 only when medically required and is to be taken only in a manner prescribed by a doctor
26 for a particular patient.

27 “Amphetamine mixture” is a generic name for a stimulant. It is also sold under
28 the brand name Adderall®. Amphetamine mixture is classified under federal law as a
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1 Schedule II controlled substance. When legally prescribed for a legitimate medical
2 purpose, amphetamine mixture typically is used for the treatment of Attention Deficit /
3 Hyperactivity Disorder (ADHD) and/or narcolepsy. Amphetamine mixture can be
4 extremely habit-forming. Amphetamine mixture is to be prescribed only when
5 medically required and is to be taken only in a manner prescribed by a doctor for a
6 particular patient.

7 “Carisoprodol” is a generic name for a muscle relaxer. It is sold under the brand
8 name Soma®. Carisoprodol is classified under federal law as a Schedule IV controlled
9 substance. When legally prescribed for a legitimate medical purpose, carisoprodol
10 typically is used for the treatment of acute, skeletal muscle conditions such as pain or
11 injury. Carisoprodol can be habit-forming. Carisoprodol is to be prescribed only when
12 medically required and is to be taken only in a manner prescribed by a doctor for a
13 particular patient.

14 “Alprazolam” is a generic name for a sedative (benzodiazepine). It is sold under
15 the brand name Xanax®. Alprazolam is classified under federal law as a Schedule IV
16 controlled substance. When legally prescribed for a legitimate medical purpose,
17 alprazolam typically is used for the treatment of anxiety and panic disorders.
18 Alprazolam can be habit-forming. Alprazolam is to be prescribed only when medically
19 required and is to be taken only in a manner prescribed by a doctor for a particular
20 patient.

21 Pursuant to 21 U.S.C. § 822(b) and 21 C.F.R. § 290.1, the controlled substances
22 listed in Schedules II, III, IV, and V can be dispensed or distributed only by
23 prescriptions by a practitioner registered with the DEA for that purpose. The DEA, as
24 authorized by the CSA, issues registration numbers to qualifying medical practitioners
25 that allow them to issue prescriptions for Schedule II, III, IV, and V controlled
26 substances. Accordingly, controlled substances, such as opioid pain medications, can
27 be dispensed only pursuant to a valid prescription from a medical practitioner
28 authorized by the DEA to distribute controlled substances. 21 C.F.R. § 1306.03.

1 The term “practitioner” means a physician, medical doctor, dentist, or other
2 person licensed, registered, or otherwise permitted by the United States or the
3 jurisdiction in which he or she practiced, to distribute or dispense a controlled substance
4 in the course of professional practice. Defendant ARNOLD was a medical doctor
5 licensed by the State of Washington Medical Board and considered a “practitioner”
6 within the meaning of the CSA.

7 During the relevant period, an individual practitioner like Defendant ARNOLD
8 who wanted to distribute or dispense controlled substances in the course of professional
9 practice was required to register with the Attorney General of the United States
10 (“Attorney General”) before she was legally authorized to do so. Such individual
11 practitioners were assigned a registration number by the DEA. Defendant ARNOLD
12 was registered with the Attorney General and DEA under registration number
13 FA2884561.

14 Practitioners registered with the Attorney General were authorized under the
15 CSA to write prescriptions for, or to otherwise dispense, Schedule II, III, IV, and V
16 controlled substances, so long as they complied with the requirements of their
17 registrations. 21 U.S.C. § 822(b). The CSA prohibited any person from knowingly and
18 intentionally using a DEA registration number issued to another person in the course of
19 distributing or dispensing a controlled substance.

20 For a medical doctor like Defendant ARNOLD, compliance with the terms of her
21 registration meant that she could issue a prescription for a controlled substance to a
22 patient only if the prescription was “issued for a legitimate medical purpose by an
23 individual practitioner acting in the usual course of professional practice.” 21 C.F.R.
24 § 1306.04(a). A doctor violated the CSA and Code of Federal Regulations if he or she
25 issued a prescription for a controlled substance outside the usual course of professional
26 medical practice and not for a legitimate medical purpose. Such knowing and
27 intentional violations subjected the doctor to criminal liability under 21 U.S.C. § 841(a)

1 and 21 C.F.R. § 1306.04(a). Pursuant to 21 C.F.R. § 1306.05(a) all prescriptions for
2 controlled substances are required to be dated as of, and signed on, the day when issued.

3 The practitioner must first determine that a prescription for a controlled substance
4 is for a legitimate medical purpose; then, the practitioner may authorize an agent to
5 prepare the prescription and must instruct the agent as to the required elements of the
6 prescription. The CSA defines an "agent" as "an authorized person who acts on behalf
7 of or at the direction of a manufacturer, distributor, or dispenser" 21 U.S.C. § 802(3).
8 The practitioner signs the prescription only after reviewing the prescription for
9 accuracy.

10 Pursuant to 21 C.F.R. § 1306.12, the refilling of a prescription for a Schedule II
11 controlled substance is prohibited. However, a practitioner may issue multiple
12 prescriptions authorizing a patient to receive a total of up to a 90-day supply of a
13 Schedule II controlled substance if these and other conditions are met: (1) each
14 separate prescription is issued for a legitimate medical purpose by a practitioner acting
15 in the usual course of professional practice; (2) the practitioner provides written
16 instructions on each prescription (other than the first prescription, if the prescribing
17 practitioner intends for that prescription to be filled immediately) indicating the
18 earliest date on which a pharmacy may fill each prescription; and (3) the practitioner
19 concludes that providing the patient with multiple prescriptions in this manner does
20 not create an undue risk of diversion or abuse. 21 C.F.R. § 1306.12(b)(1).

21 Defendant ARNOLD distributed and dispensed, and caused to be distributed and
22 dispensed, Schedule II and Schedule IV controlled substances that were not prescribed
23 for a legitimate medical purpose and not in the usual course of professional practice in
24 the following non-exhaustive manners:

- 25 a. Conducting cursory, incomplete inadequate or no medical examination;
- 26 b. Collecting and reviewing inadequate patient medical history and
- 27 follow-up verifications;
- 28

- c. Conducting insufficient dialogue with the patient regarding treatment options and risks and benefits of such treatments;
- d. Primarily treating patients with highly addictive controlled substances while failing to consider or prescribe other treatment options;
- e. Prescribing highly addictive controlled substances despite inadequate diagnostic testing;
- f. Prescribing highly addictive controlled substances to patients who complained of undocumented or uncorroborated physical ailments where lesser treatment options would be indicated;
- g. Failing to assess the risk of abuse for individual customers;
- h. Failing to monitor the patients' responses to the medication or compliance with medical usage;
- i. Failing to query the Prescription Monitoring Program;
- j. Failing to take a history of drug or alcohol abuse for individual patients;
- k. Increasing the dosages and strength of Schedule II controlled substances without justification;
- l. Failing to request records from prior providers or establishing why the purported patient changed providers;
- m. Routinely pre-signing blank prescriptions and giving the blank pre-signed prescriptions to her office manager, receptionist, and other non-medical personnel.

DWFP patients received prescriptions for Schedule II and Schedule IV Controlled Substances, often without meeting with Defendant ARNOLD. These patients would be charged \$20 to pick up a prescription. Patients were charged \$80 to \$120 for an appointment with Defendant ARNOLD.

The U.S. Drug Enforcement Administration, Seattle Tactical Diversion Squad (TDS) initiated a criminal investigation after receiving a complaint alleging Defendant ARNOLD prescribed painkillers to a patient without medical necessity and the patient

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1 sold the medications. The Washington Prescription Monitoring Program (PMP)
2 confirmed Defendant ARNOLD prescribed large quantities of pain medications.
3 Defendant ARNOLD practiced at DWFP in Richland, Washington – a medical clinic
4 she ran with an individual identified herein as T.N., and subsequently with Defendants
5 MATA and PRICHARD.

6 During the investigation, DEA agents directed a Confidential Source (identified
7 herein as K.C.) to schedule medical appointments with Defendant ARNOLD and
8 request and obtain prescriptions for opioids, in particular Oxycodone. Defendants
9 ARNOLD, MATA and PRICHARD conspired with each other, and aided and abetted
10 each other, in distributing Oxycodone to K.C. without a legitimate medical purpose
11 and outside the usual course of professional practice.

12 The DEA TDS investigation revealed that between March 22, 2016, and May 3,
13 2017, approximately 487 “prescriptions” (bearing Defendant ARNOLD’s signature
14 and DEA Registration Number) were issued to individuals and filled for 1,997
15 Fentanyl patches, 630 Oxymorphone pills, 1,950 Hydromorphone pills, 27,199
16 Oxycodone pills, 6,680 Methadone pills, 1,740 Methylphenidate pills, 1,920
17 Amphetamine mixture pills, 7,098 Carisoprodol pills.

18 Defendant ARNOLD’s practice of pre-signing blank prescription forms and
19 giving them to Defendants MATA and PRICHARD, non-physician employees at
20 DWFP, enabled the conspirators to distribute Schedule II and Schedule IV controlled
21 substances without a legitimate medical purpose and outside the usual course of
22 professional practice. The conspirators issued prescriptions to individuals never
23 examined by Defendant ARNOLD or seen by her only a few times. Defendant
24 ARNOLD would prescribe highly addictive controlled substances just because the
25 person requested them and would increase their dosage amounts just because the
26 patient requested it. Defendant ARNOLD would prescribe highly addictive controlled
27 substances to some patients without checking their vital signs, taking a history of drug
28 or alcohol use, performing adequate physical examinations, establishing symptoms or
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1 making diagnoses to support drug treatments, or requesting records from prior
2 providers. Defendant ARNOLD also fell below the standard of care by failing to
3 establish why the patient changed providers, failing to query the Prescription
4 Monitoring Program,¹ failing to establish justification for increasing dosages, failing
5 to establish a pain management agreement with the patient, failing to explain a reason
6 for early refilling of prescriptions, failing to order toxicology testing, and failing to
7 make chart note of all visits. Some chart notes record patients being seen, and/or
8 prescribed medications by T.N., who was employed as Defendant ARNOLD's
9 receptionist and was not licensed as any type of care provider by the State of
10 Washington.

11 At Defendants MATA and PRICHARD's request, Defendant ARNOLD would
12 sign multiple prescription forms in blank without even knowing the identities of some
13 of the individuals to whom the prescriptions would be issued or the nature or dosage
14 of the drug prescribed. Defendant ARNOLD pre-signed blank prescription forms and
15 provided them to Defendants MATA and PRICHARD to use for distributing
16 controlled substances without a legitimate medical purpose and outside the usual
17 course of professional practice. Defendant MATA, although not trained or legally
18 authorized to do so, filled in all the required prescription information – patient name,
19 drug type, dosage, and quantity – and provided the prescriptions to patients and non-
20 patients. Defendant MATA occasionally put fabricated diagnosis codes on the
21 prescriptions. Defendants MATA and PRICHARD often met with Defendant
22 ARNOLD at off-site locations for the purpose of obtaining pre-signed blank
23 prescriptions forms from Defendant ARNOLD, which were used by the conspirators
24 to distribute and dispense and caused to be distributed and dispensed, and to possess
25 with intent to distribute and dispense, Schedule II and Schedule IV controlled

26 ¹ The Washington Prescription Monitoring Program (PMP) took effect on August 27, 2011, and was
27 created to improve patient care and stop prescription drug misuse by collecting dispensing records
28 for Schedule II, II, IV and V drugs and making the information available to medical providers and
pharmacists as a patient care tool.

1 substances. Defendants ARNOLD and MATA and other co-conspirators would also
2 distribute some of the controlled substances obtained from the prescriptions among
3 themselves and other conspirators. One or more individuals would call or text
4 Defendants ARNOLD and MATA and order whatever Schedule II or Schedule IV
5 controlled substances they wanted.

6 Defendant ARNOLD's pre-signing of blank prescription forms enabled several
7 conspirators to obtain Schedule II controlled substances to sell to others or trade for
8 other controlled substances. Defendant MATA and conspirators, using pre-signed
9 blank prescription forms provided by conspirator Defendant ARNOLD, also issued
10 prescriptions in the names of individuals who were not even patients of Defendant
11 ARNOLD. For example, NAY obtained from Defendants ARNOLD and MATA
12 prescriptions for Schedule II controlled substances for non-patient, P.S. When
13 interviewed by DEA/HHS-OIG, P.S. stated that NAY asked P.S. if he could use P.S.'s
14 name and other personal information on prescriptions for controlled substances.
15 Between September 9, 2016, and December 1, 2016, P.S. filled 9 prescriptions bearing
16 Defendant ARNOLD's signature for 330 Carisoprodol 350mg pills, 30 Fentanyl
17 25mcg patches, 15 Fentanyl 50mcg patches, and 360 Oxycodone 15mg pills. P.S.
18 never saw Defendant ARNOLD and was never her patient. NAY transported P.S. to
19 pre-determined pharmacies and provided P.S. with money to cover the cost of the
20 filled prescription. P.S. stated Defendant MATA and NAY contacted pharmacies in
21 advance to make sure they had the drug type and quantities available. P.S. gave the
22 pills to NAY who distributed and sold the Schedule II controlled substances to other
23 individuals.

24 Defendant MATA initially started out as one of Defendant ARNOLD's patients
25 but in approximately March 2016, she became her office manager and one of her
26 trusted associates. In June 2015, Defendant MATA sought treatment from Defendant
27 ARNOLD. Defendant ARNOLD prescribed Defendant MATA Methadone 60
28 mg/day and Oxycodone 60mg/day, and Alprazolam 3mg/day at her first visit.

1 However, according to Defendant MATA's PMP² report, she had been prescribed
2 Methadone 30 mg/day, Oxycodone 20 mg/day, and Alprazolam 1 mg/day by prior
3 medical providers. Another provider had previously prescribed Suboxone (which is a
4 pharmacologic treatment of opiate use disorder) to Defendant MATA. Defendant
5 ARNOLD did not confirm Defendant MATA's prior medication doses and did not
6 make a chart entry justifying the doses she prescribed. Though there are vital signs
7 noted in the chart, there is no chart note to indicate history, exam, assessment, or
8 treatment plan. Defendant ARNOLD did not take a substance abuse history, assess
9 the risk of opiate treatment, advise Defendant MATA on the risks of opiate and
10 benzodiazepine treatment, establish an opiate treatment contract and treatment goals
11 or order toxicology screening. Defendant MATA became further addicted to
12 Schedule II controlled substances prescribed by Defendant ARNOLD. While under
13 Defendant MATA's care, Defendant MATA began smoking Fentanyl patches.

14 DEA/HHS-OIG interviewed L.S. in August and September 2018. L.S. stated
15 when he went to Defendant ARNOLD he was already addicted to Oxycodone.
16 Another person recommended L.S. go to Defendant ARNOLD's clinic if he needed a
17 prescription and described her as being "loose" when it came to prescribing controlled
18 substances. L.S. stated the only reason he went to Defendant ARNOLD was to get a
19 prescription. L.S. stated Defendant ARNOLD did some physical evaluation during
20 the appointment but it was not nearly as in-depth as what he had experienced with
21 other doctors. There was no examination table in her office. L.S. stated he received
22 prescriptions for as many Oxycodone pills he could get Defendant ARNOLD to write
23 and he was really "working" her. Eventually, L.S. suggested to Defendant MATA
24 that she get a job working at Defendant ARNOLD's clinic so he could get his
25 prescriptions quicker and would not have to sit around the clinic with all the
26 "tweakers." Several times, L.S. went to DWFP and observed Defendant ARNOLD

28 ² Prescription Monitoring Program.
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1 there, but he did not meet with her. L.S. stated that Defendant MATA would print out
2 his prescriptions, had Defendant ARNOLD sign them, and Defendant MATA gave the
3 prescriptions to him. L.S. never saw Defendant MATA sign Defendant ARNOLD's
4 name on a prescription. L.S. obtained prescriptions for Fentanyl patches and pills for
5 S.B., filled them at a pharmacy, and delivered them to S.B.³ L.S. stated he did not
6 need to receive additional pills from other individuals he picked up prescriptions for
7 because he received a "pretty heavy prescription" from Defendant ARNOLD. L.S.
8 went in to drug withdrawal after Defendant ARNOLD's clinic was shut down.

9 Defendant ARNOLD prescribed highly-addictive controlled substances to an
10 opiate addict, L.S. Medical notes for L.S. indicate L.S. drank "1/5 whiskey and occ
11 beer, cannabis weekly, no street drugs." Defendant ARNOLD prescribed high-dose
12 opiates (1,260 MEQ/day).⁴ Defendant ARNOLD did not review PMP information for
13 L.S. Had she done so, Defendant ARNOLD would have noted L.S. filled
14 prescriptions from multiple opiate prescribers and had been previously treated with
15 Suboxone film, which is used for pharmacologic management of opiate use disorder.
16 Additionally, Defendant ARNOLD would have noted L.S. last filled prescription
17 opiates on September 3, 2014, nearly one year prior to his first visit with Defendant
18 ARNOLD (and, therefore, should have been considered opiate naïve). Defendant
19 ARNOLD did not document L.S.' prior opiate treatment history or gather information
20 from past providers regarding the circumstances surrounding his departure from care
21 or to confirm a prior opiate dose. Defendant ARNOLD initiated transdermal Fentanyl
22 patches to be changed every 2 days, though every 3-day dosing suffices for most
23 patients and would have been a more appropriate starting dose. This prescription
24 would have allowed L.S. to overlap use of his Fentanyl patches or to divert the
25 medication. L.S. exhibited aberrant behavior around his opiate use. He overused his
26

27 ³ After an initial visit on September 28, 2015, Defendant ARNOLD prescribed opiates
28 for approximately nine months (9/28/15 – 6/23/16) without any follow up visits.

⁴ MEQ means Morphine Equivalency.

1 opiate medication as noted on August 28, 2015. Defendant ARNOLD, however,
2 doubled his Fentanyl dose on this date, only 16 days from a prior 30-day fill of
3 Fentanyl. Defendant ARNOLD documented an Oxycodone dose of 20mg twice daily
4 with dispensation of 60 pills on August 11, 2015. However, the prescription filled
5 was for 120 pills and allowed up to 80mg/day of Oxycodone. A prescription for
6 Methadone 90mg/day from Defendant ARNOLD was filled on October 3, 2016,
7 though there is no chart note documentation of this treatment. On October 30, 2015,
8 Defendant ARNOLD prescribed Methadone 90mg/day, in addition to L.S.' treatment
9 with Hydromorphone 24 mg/day, which equated to 1,176 MEQ/day. L.S.'s prior
10 opiate dose was 336 MEQ/day (Fentanyl 100 mcg/hr plus Hydromorphone
11 24mg/day). Defendant ARNOLD did not see L.S. again until April 27, 2016 (6
12 months later) though she continued to prescribe opiates in the interim.

13 Starting in approximately March 2016, L.S. began contacting Defendant
14 MATA, who was now working for Defendant ARNOLD, to get his drugs. Defendant
15 ARNOLD gave Defendant MATA the authority to fill out the blank prescription
16 forms Defendant ARNOLD pre-signed. L.S. also contacted Defendant MATA to get
17 prescriptions for Schedule II controlled substances for S.B., J.R., and P.B.

18 **October 9, 2015 - Prescription (30 Oxycodone 15mg)**

19 On October 9, 2015, DEA conducted a video-recorded controlled office
20 appointment between K.C. and Defendant ARNOLD. K.C. was posing as a new
21 patient. DEA gave K.C. \$300 in Official Authorized Funds (OAF) to pay ARNOLD
22 for the medical appointment. K.C. entered DWFP, met with T.N., the receptionist,
23 and filled out new patient paperwork.

24 Defendant ARNOLD took K.C. to her private office. K.C. observed no medical
25 equipment except a stethoscope on a wall behind Defendant ARNOLD's desk.
26 Defendant ARNOLD asked K.C. if her appointment was for cannabis or medical.
27 K.C. replied medical and stated she was there for "migraine headaches." Defendant
28

1 ARNOLD asked why K.C. thought the headaches were migraine. K.C. replied her
2 friends told her. Defendant ARNOLD asked why she did not have a local address.
3 K.C. stated she just moved to the Tri-Cities from Seattle to get away from an abusive
4 boyfriend, was sleeping on a friend's couch, and would have a local address by the
5 next visit. Defendant ARNOLD asked K.C. for identification and the CS gave a
6 Washington identification. Defendant ARNOLD typed on her computer and then
7 used an automated blood pressure cuff to take K.C.'s blood pressure. When
8 Defendant ARNOLD told K.C. it was elevated, K.C. stated she consumed a Red Bull
9 energy drink. Defendant ARNOLD lectured K.C. about the dangers of energy drinks
10 and asked K.C. what she took for headache pain. K.C. replied, "Oxy 15s and 30s."
11 Defendant ARNOLD stated the 30s were a little high and printed a prescription on the
12 printer in her office. Defendant ARNOLD asked K.C. where the headaches started
13 and progressed and motioned to various areas on her head. Defendant ARNOLD
14 asked if the headaches started in the front and K.C. agreed. Defendant ARNOLD
15 removed the stethoscope from the wall, listened to K.C.'s chest, and returned to her
16 desk. According to the chart notes, Defendant ARNOLD assessed K.C. with
17 "probable tension headache." She diagnosed K.C. with "Bilateral headache [ICD
18 784.0 and "elevated blood pressure reading [ICD 796.2]." Defendant ARNOLD
19 removed a prescription for 30 Oxycodone 15mg tablets from her printer, signed it, and
20 gave it to K.C. The prescription was dated October 9, 2015 and contained Defendant
21 ARNOLD's DEA Registration Number and State Licensing Number. Defendant
22 ARNOLD told K.C. she prescribed this amount for 15 headaches a month (every other
23 day) and told K.C. she could take up to 2 pills per headache. Defendant ARNOLD
24 stated it was an easy appointment and would only charge K.C. \$150, instead of \$200.
25 K.C. paid Defendant ARNOLD's receptionist, T.N., \$150 in cash, and exited DWFP.

26 **November 6, 2015**

27 When K.C. arrived at DWFP for a scheduled appointment with Defendant
28 ARNOLD, the office was locked and there was a note on the door indicating
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1 Defendant ARNOLD was running late. While waiting in the parking lot, K.C.
2 conversed with Defendant MATA. Defendant MATA gave K.C. the cell phone
3 numbers for Defendants ARNOLD and MATA, and two other individuals (T.N. and
4 A.M.). Defendant MATA told K.C. she has known Defendant ARNOLD for
5 approximately 8 years and knew about Defendant ARNOLD's prior discipline with
6 the Washington Medical Board. Defendant MATA told K.C. it was not uncommon
7 for Defendant ARNOLD to not show up for work and related an incident where
8 Defendant ARNOLD did not show up for one week, claiming she was catching up on
9 her sleep. K.C. asked Defendant MATA "If she doesn't show up, can I give you a
10 call? You know people, yeah?" Defendant MATA replied, "yeah, what do you take?
11 15s, 30s, Oxy's?" Defendant MATA stated, "I know for a fact she wasn't here
12 Wednesday, because [D.N.] came by and she wasn't here." K.C. told Defendant
13 MATA if Defendant ARNOLD "doesn't show up I'll give you a call, cause I'm going
14 to need something."

15 **November 20, 2015**

16 When K.C. arrived at DWFP for a scheduled appointment with Defendant
17 ARNOLD, the office was locked. A note on the door indicated there was no electrical
18 power. K.C. observed Defendant MATA and other patients standing outside. One
19 individual talked about having paying Defendant ARNOLD \$200 for an office visit
20 however the pharmacy refused to fill the prescription she had written. The individual
21 stated when he contacted Defendant ARNOLD to fix it, Defendant ARNOLD "had
22 me come in at like 7 or 8 o'clock at night [and] she asked me 'what do you want? Just
23 tell me what you want and I'll write it,' and I was like I don't know you're the fucking
24 doctor." Defendant MATA stated, Defendant ARNOLD was in the back drinking
25 Mike's Hard Lemonade heavily on Monday. Defendant MATA suggested K.C. go to
26 another doctor in Pasco because that doctor is a "pain specialist" like Defendant
27 ARNOLD, but that doctor is "better than her." Defendant MATA stated [D.N.] "cuts
28 her bud for her, and trims it." Defendant MATA asked K.C. "Are you out of your
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1 stuff too? I've been out. I can get you some. [NAY] has scripts and he's going to get
2 them filled, he has Oxys; he gets Fentanyl." When Defendant MATA asked K.C.
3 what she wanted, K.C. stated 15s or 30s. Defendant MATA told K.C. that NAY can
4 get pills for K.C. K.C. also called T.N.'s cell phone, DWFP's receptionist, but it went
5 to voicemail.

6 While meeting with DEA agents at a neutral location, K.C. exchanged text
7 messages with Defendant MATA. Defendant MATA texted K.C. that she contacted
8 Defendant ARNOLD and told her there were six cash paying patients waiting to be
9 seen if Defendant ARNOLD needed money to pay the electric bill.

10 **January 11, 2016**

11 When K.C. arrived at DWFP for a scheduled appointment with Defendant
12 ARNOLD, the office was locked. A note on the door stated: "Desert Wind Family
13 Practice will be closed for regular visits for the whole month of December due to
14 illness! Text the doctor at [xxx-xxx]-9980 if you need a refill. Text only ONCE.
15 Repeated requests will be ignored and will delay your Rx one additional week. I will
16 not be HOUNDED! We will try to do prescriptions once a week and you will be
17 contacted when you can pick up your Rxs." A banner over the DWFP entrance read:
18 "ACCEPTING NEW PATIENTS."

19 K.C. texted Defendant MATA about Defendant ARNOLD's status. Defendant
20 MATA replied that Defendant ARNOLD was out of the office Monday and Tuesday
21 and would be back in on Wednesday. K.C. asked Defendant MATA if she could
22 arrange for K.C. to meet Defendant ARNOLD at another location. Defendant MATA
23 said she would ask Defendant ARNOLD. At approximately 5:00 p.m., Defendant
24 MATA texted K.C. she still had not heard from Defendant ARNOLD but she would
25 be at Defendant ARNOLD's house on Tuesday, January 12, 2016, and would ask her
26 again. At approximately 8:30 p.m., K.C. texted Defendant MATA that Defendant
27 ARNOLD missed the last three appointments K.C. had scheduled and K.C. would not
28

1 be available Wednesday for a prescription refill (in the event Defendant ARNOLD
2 told Defendant MATA that K.C. could wait until Wednesday). Defendant MATA
3 told K.C. she would ask Defendant ARNOLD to call K.C. on Wednesday so K.C.
4 could tell Defendant ARNOLD what drugs and quantities she needed. Defendant
5 MATA offered to pay Defendant ARNOLD the \$20 refill fee on K.C.'s behalf.

6 **January 20, 2016**

7 When K.C. arrived at DWFP for a scheduled 1:00 p.m. appointment with
8 Defendant ARNOLD, the office was locked. A note on the door stated DWFP was
9 closed in December 2015 and provided a telephone number to call. K.C. sent a text
10 message to Defendant ARNOLD asking when she would be in the office. At
11 approximately 1:37 p.m., K.C. called Defendant MATA and notified her that
12 Defendant ARNOLD was not at DWFP. Defendant MATA replied she would
13 message Defendant ARNOLD to find out if she would be in the office. Defendant
14 MATA said she was surprised Defendant ARNOLD did not show up for cash patients
15 because she was broke. Defendant MATA told K.C. she wanted to take her to
16 Defendant ARNOLD's house but did not want Defendant ARNOLD to get mad at
17 her. Defendant MATA told K.C. that Defendant ARNOLD has big mood swings
18 from being very nice to being very angry. Defendant MATA asked K.C. if there was
19 something (referring to prescription medication) Defendant MATA could get for K.C.
20 During their conversations throughout the day, K.C. told Defendant MATA she just
21 wanted the drugs to sell.

22 **February 1, 2016 -- Prescription (60 Oxycodone 20mg)**

23 K.C. arrived at DWFP for her scheduled 4:30 p.m. appointment with Defendant
24 ARNOLD. T.N. was at the reception desk. When K.C. eventually met with
25 Defendant ARNOLD, Defendant ARNOLD asked K.C. if she had seen her before.
26 K.C. said yes, but it was months ago and Defendant ARNOLD missed four previously
27 scheduled appointments. While taking K.C.'s blood pressure, Defendant ARNOLD
28

1 commented, "My God, you got enough tats" and asked if they were "prison tats."

2 Defendant ARNOLD told K.C. her blood pressure was "borderline." K.C. said it was
3 elevated because she drank a Red Bull energy drink.

4 Defendant ARNOLD asked K.C. how her pain has been on a scale of 1 to 10
5 over the last few weeks. K.C. replied 7. Defendant ARNOLD stated 7 was the same
6 number K.C. told her at her last appointment. Defendant ARNOLD asked if the
7 medication she prescribed last time helped. K.C. replied yes, when K.C. had it. K.C.
8 asked Defendant ARNOLD if she could get multiple prescriptions. Defendant
9 ARNOLD replied no, but K.C. could get 30 days at a time and would have to call in
10 for refills. Defendant ARNOLD told K.C. she would have to be seen every 3 months.
11 K.C. asked Defendant ARNOLD if she could get post-dated prescriptions. Defendant
12 ARNOLD replied no, that she used to do that, but patients would decide halfway into
13 it to change medications and then there were "all these scripts out there." K.C. asked
14 Defendant ARNOLD if there was a way to get more than before. Defendant
15 ARNOLD asked how many K.C. needed in a month. K.C. replied 120 a month.
16 Defendant stated, "Four a day? I gave you one a day. Are your headaches
17 escalating?" K.C. replied no. Defendant ARNOLD said she would give K.C. two
18 pills a day. K.C. asked if Defendant ARNOLD would increase the dosage strength.
19 Defendant ARNOLD asked why. K.C. replied that 15mg pills were not enough.
20 Defendant ARNOLD asked K.C. how effective the 15mg pills were. K.C. replied
21 about 50% effective. K.C. stated she was used to taking 30mg pills. Defendant
22 ARNOLD asked how K.C. was getting 30mg pills because Defendant ARNOLD
23 never prescribed them. K.C. stated she took two 15mg pills. Defendant ARNOLD
24 warned K.C. not to take two 15mg pills and added that Defendant ARNOLD would
25 fire her if K.C. did not behave. K.C. said, "Okay, okay. I'll behave. Hands up. Don't
26 fire me." Defendant ARNOLD said she would increase K.C.'s dosage to 20mg pills.
27 Defendant ARNOLD told K.C. that when K.C. took 2 pills, she built up a tolerance.
28 Defendant ARNOLD told K.C. about "rebound headaches" that could occur when a
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1 person takes medication on a regular basis and make the headaches worse. Defendant
2 ARNOLD used the computer to print out a prescription for K.C. for 60 Oxycodone
3 20mg pills and gave K.C. the prescription. The medical record for the visit indicated
4 Defendant ARNOLD "refused her dosage request, but have given her a modest
5 increase." The prescription, dated February 1, 2016, bears Defendant ARNOLD's
6 signature, DEA Registration Number and State License Number. Defendant
7 ARNOLD agreed to increase the quantity and strength from 30 Oxycodone 15mg pills
8 to 60 Oxycodone 20mg pills. Defendant ARNOLD also gave K.C. her cell phone
9 number and told K.C. to send her a text message 3 or 4 days after running out of
10 Oxycodone and they would tell K.C. when she could pick up the refill prescription.
11 Defendant ARNOLD stated she could mail the prescription to Seattle if necessary.
12 K.C. paid T.N. \$80 in U.S. Currency for the appointment and made an appointment
13 for February 22, 2016.

14 After K.C.'s February 1, 2016, appointment Defendant MATA arrived in
15 DWFP's parking lot. Defendant MATA and K.C. moved to a corner of the lot and
16 K.C. walked to Defendant MATA's vehicle. Defendant MATA told K.C. that an
17 individual identified herein as "J" stole her Xanax® and Adderall® and Defendant
18 ARNOLD fired J for it. K.C. told Defendant MATA that Defendant ARNOLD would
19 not write K.C. multiple prescriptions but she increased the Oxycodone dose strength
20 and quantity. K.C. asked if Defendant ARNOLD's reluctance was because she was a
21 new patient. Defendant MATA stated it took a while for her to be trusted with
22 Defendant ARNOLD because Defendant ARNOLD had been burned so many times.
23 Defendant MATA believed Defendant ARNOLD was presently being cautious.
24 Defendant MATA stated that Defendant ARNOLD would be more relaxed with K.C.
25 as she got to know her.

26 **February 17, 2016 -- Prescription (90 Oxycodone 20mg)**

1 At approximately 1:47 p.m., K.C. arrived at DWFP for her scheduled 3:00 p.m.
2 appointment with Defendant ARNOLD. T.N. checked-in K.C. for her appointment.
3 K.C. called Defendant MATA to let her know she was at DWFP. Defendant MATA
4 text messaged K.C. notifying her that she would be at the clinic shortly. When
5 Defendant MATA arrived at DWFP's parking lot, she met with K.C. Defendant
6 MATA explained to K.C. that she had to add diagnosis codes to K.C.'s prescription,
7 as well as her own and another patient's, because Defendant ARNOLD had not
8 included the codes. Defendant MATA stated the law changed in the past month
9 requiring diagnosis codes and the pharmacy would delay filling prescriptions without
10 the codes. Defendant MATA stated Defendant ARNOLD had been "robbed blind" so
11 many times that it takes her a long time to trust people and to "up" their prescriptions.

12 Defendant MATA and K.C. entered DWFP and waited in a private room to see
13 Defendant ARNOLD. When Defendant ARNOLD saw Defendant MATA, she asked
14 if Defendant MATA "needed something." Defendant ARNOLD went to the reception
15 desk, retrieved a piece of paper, and gave it to Defendant MATA. Defendant MATA
16 filled out the form at the reception desk and then returned to the private room until she
17 met with Defendant ARNOLD.

18 Before K.C.'s meeting with Defendant ARNOLD, Defendant MATA asked
19 Defendant ARNOLD to increase K.C.'s medications. Defendant ARNOLD told
20 Defendant MATA she would do it. When Defendant MATA met with Defendant
21 ARNOLD, she asked Defendant ARNOLD to increase the dosage strength and
22 quantity of Oxycodone pills for K.C. Defendant ARNOLD agreed to do so. K.C.
23 then met with Defendant ARNOLD and thanked Defendant ARNOLD for talking
24 with Defendant MATA about her. Defendant ARNOLD stated Defendant MATA was
25 actually a patient and "sort of friend" but did not work for Defendant ARNOLD.
26 Defendant ARNOLD said Defendant MATA just did her favors. Defendant
27 ARNOLD issued K.C. a prescription, dated February 17, 2016, for 90 Oxycodone
28 20mg pills. The prescription was issued without a legitimate medical purpose and
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1 outside the usual course of professional practice. The prescription bore Defendant
2 ARNOLD's signature, DEA Registration Number and State Licensing Number.
3 Defendant ARNOLD asked if K.C. had insurance. K.C. said no, she had cash.
4 Defendant ARNOLD said it made no difference because she liked cash. K.C. paid
5 \$80 for the appointment with Defendant ARNOLD. K.C. also gave Defendant
6 MATA \$20.

7 At approximately 6:00 p.m., K.C. exited DWFP and met with DEA agents at a
8 neutral location. K.C. gave the agents the prescription Defendant ARNOLD issued to
9 her. K.C. stated that during her appointment, Defendant ARNOLD asked K.C. what
10 she needed. K.C. asked Defendant ARNOLD to increase the quantity of Oxycodone
11 pills to 90 from 60 and she agreed to do so.

12 **March 2, 2016 – (90 Oxycodone 20mg)**

13 At approximately 2:46 p.m., K.C. arrived at DWFP for her scheduled 2:30 p.m.
14 appointment with Defendant ARNOLD. At approximately 3:28 p.m., K.C. submitted
15 a refill request to T.N., in lieu of an appointment. At approximately 3:55 p.m., K.C.
16 met Defendant MATA in DWFP's parking lot. At approximately 4:02 p.m., K.C. and
17 Defendant MATA entered the clinic and waited in a private room adjacent to the
18 waiting room until K.C. was called to the front desk. T.N. gave K.C. a prescription
19 issued by Defendant ARNOLD, dated March 2, 2016, for 90 Oxycodone 20mg pills.
20 K.C. did not see Defendant ARNOLD. The prescription was issued without a
21 legitimate medical purpose and outside the usual course of professional practice. K.C.
22 paid T.N. \$20 for the prescription. Defendant MATA and K.C. spoke in the parking
23 lot. K.C. met with DEA agents at a neutral location and gave them the prescription.

24 **April 1, 2016**

25 At approximately 4:00 p.m. on April 1, 2016, K.C. arrived at the Wild Horse
26 Resort and Casino in Pendleton, Oregon for a pre-planned "Girls' Night Out" with
27 Defendants MATA and ARNOLD. Defendant ARNOLD cancelled at the last minute
28

1 but Defendant MATA did not. At approximately 4:51 p.m., Defendant MATA texted
2 K.C.:

3 I got called this morning to go cover office and Janet would be in late. I was
4 slammed so I told her to contact you. She never showed to work nor is she
5 answering my calls. The office was full of crack heads and it was just a
6 horrible day. Janet let me know this morning she won't or can't go till next
7 weekend and I told her she was calling you because I wasn't going to do that.
8 Are you in area to talk?

9 I'm just walking in door. I'm just fuming pissed right now ... I texted her called
10 her and I have millions of scripts that need a signature.

11 Defendant MATA also called K.C. and said Defendant ARNOLD was excited
12 about the Pendleton trip but something changed between Defendant ARNOLD and
13 T.N. that caused her to cancel. Defendant MATA stated she would bring K.C.'s
14 prescription and could even "up it." At approximately 6:26 p.m., Defendant MATA
15 text messaged K.C., "stopping to get your script." At approximately 6:35 p.m., during
16 a cell phone conversation, Defendant MATA told K.C. she had to stop at Defendant
17 ARNOLD's office to pick up K.C.'s prescription. Defendant MATA further stated
18 that even though Defendant ARNOLD gave Defendant MATA permission to sign
19 Defendant ARNOLD's name on prescriptions, Defendant MATA did not want to do it
20 on K.C.'s prescriptions because Defendant ARNOLD's signature was difficult to
21 copy. Defendant MATA told K.C. she would bring an example of Defendant
22 ARNOLD's signature for K.C. to use to forge Defendant ARNOLD's signature.
23 Defendant MATA said if anything happened, Defendant MATA would claim she
24 signed the prescriptions. K.C. asked Defendant MATA if she would increase the
25 quantity of the prescriptions. Defendant MATA asked K.C. if it would be okay if she
26 printed out two prescriptions instead of increasing the quantity. Defendant MATA
27 stated she answered the phone at Defendant ARNOLD's office and could screen
28 pharmacies calling to verify. At approximately 7:48 p.m., Defendant MATA notified
K.C. she had printed out K.C.'s prescriptions but had to stop at her house to get her

1 Fentanyl patches. Defendant MATA said she had a hard time finding a paper with
2 Defendant ARNOLD's signature to photocopy.

3 When Defendant MATA arrived at the casino, she discussed plans to create a
4 prescription forgery ring with K.C. Defendant ARNOLD had fired T.N. as
5 receptionist, and hired Defendant MATA in his place. Defendant MATA explained
6 that she logged into DWFP's computer as Defendant ARNOLD, so if Defendant
7 ARNOLD ever looked up a prescription, Defendant ARNOLD would think she
8 prescribed it. Defendant MATA suggested K.C. get prescriptions for different
9 medications to make money. Defendant MATA also suggested K.C. find a person
10 who can get Fentanyl patches because they sell for \$150 a patch on the street.
11 Defendant MATA discussed methods for printing prescriptions without entering the
12 patient into the DWFP computer. They also discussed K.C. texting Defendant MATA
13 "patient" information and Defendant MATA could mail the prescriptions to K.C.
14 Defendant MATA told K.C. this could be a huge moneymaker for them until DWFP
15 was shut down. Defendant MATA told K.C. her goal was to make \$5,000 in 6
16 months for a house down payment. Defendant MATA suggested K.C. tell Defendant
17 ARNOLD that K.C. was involved in a car accident and had neck pain that caused the
18 headaches. Defendant MATA said this would allow Defendant ARNOLD to
19 prescribe K.C. larger doses of pain medication. Defendant MATA told K.C. that
20 Defendant ARNOLD may order an MRI but would soon forget it. Defendant MATA
21 stated Defendant ARNOLD would initially prescribe K.C. Fentanyl 25mcg patches
22 and quickly increase to 50mcg or 75mcg patches the next visit. Defendant MATA
23 said all the money was in Fentanyl patches because people were mixing the patches
24 with heroin on the street. Defendant MATA joked with K.C. that they could make
25 news later after they were busted. Defendant MATA compared herself and K.C. to
26 "Thelma and Louise" and said they "hit the jackpot with script pads." Defendant
27 MATA stated she sensed K.C. was careful about her activity and was the only person
28 Defendant MATA trusted to do this. Defendant MATA told K.C. she believed she
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1 (MATA) was made to be a criminal but just did not have the proper criminal training.
2 Defendant MATA explained to K.C. how applying a Fentanyl patch to her leg would
3 make her more addicted because it would be on 24/7 instead of putting a patch in her
4 mouth, which you can remove. Defendant MATA said Defendant ARNOLD wanted
5 to pay her \$10/hour for working at DWFP.

6 Defendant MATA told K.C., "every day she [ARNOLD] works, now that I
7 work with her, every day she works she's pulling in \$1300, \$1400 cash without billing
8 insurance. That's refills, that's ... a bunch of refills ... it's against the law to do \$20
9"⁵ Defendant MATA stated she was going to "start reaching out at Hanford to try
10 and get new client business that's not so" K.C. interjected "Fucked up" and
11 Defendant MATA replied "Mmhmm." Defendant MATA stated that, "90% of the
12 people at [DWFP] don't need the drugs they're taking." She also told K.C., "I do
13 need my medicine, but I do abuse it sometimes." Defendant MATA told K.C. that her
14 friend "Lisa" sells pills all over." Elsewhere, Defendant MATA stated, "I'm the one
15 catching a felony" and she [ARNOLD] left me the practice to come and write scripts
16 with people" and "she does it in stacks for me. You know how much money that is?"
17 Defendant MATA also stated, "If doc would just get on board with us . . . and I think
18 she turns a blind eye a little bit."

19 Defendant MATA brought K.C. two unsigned prescriptions for 90 oxycodone
20 20mg pills and a sample of defendant ARNOLD's signature for K.C. to use to forge
21 her signature. Defendant MATA and K.C. discussed splitting the proceeds from
22 selling prescriptions.

23 **April 30, 2016 – Prescription (120 Oxycodone 15 mg pills)**

24 On April 29, 2016, from 1:22 p.m. to 4:27 p.m., Defendant COOPER and
25 Defendant MATA had the following text message exchange:
26

27 ⁵ 21 C.F.R. § 1306.12(a) prohibits refilling a prescription for a Schedule II controlled substance.
28 Thus, a new prescription had to be issued if continued use of a Schedule II controlled substance was
medically appropriate.
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1 COOPER: I need to get ... [C.C.'s] scripts he gets 75 MCR patch #15
2 and oxycodone 20mg. He get #120 he needs #180. And Adderal 30mg
3 #30, and adderal 10mg #30.

4 COOPER: Also [K.M.] oxycodone 15mg ##120

5 COOPER: Can you help me on these

6 MATA: I'm slammed call you shortly

7 COOPER: Ok can you put those scripts t[h]rough

8 MATA: Yea. I just got a second finally

9 COOPER: That's good

10 COOPER: I need 5 of the 25s

11 COOPER: Can I get some ox from you I don't have enough to last me.
12

13 On April 30, 2016, at approximately 3:53 p.m., Defendant MATA and
14 Defendant COOPER met in person and discussed buying and selling "patches" and
15 "oxy." Defendant COOPER stated that she only had \$40 extra with her and that part
16 of the money belonged to C.C. Defendant MATA asked Defendant COOPER if she
17 would be upset if she charged Defendant COOPER for them. Defendant COOPER
18 stated she understood Defendant MATA was broke and needed money. Defendant
19 MATA stated she would receive 180 "30's" next week and would pay Defendant
20 COOPER back with those.

21 On April 30, 2016, from 5:23 p.m. to 6:31 p.m., Defendant COOPER and
22 Defendant MATA had the following text message exchange:

23 MATA: How long before you come back?

24 MATA: ...Heading back to office.

25 MATA: I'm not planning on staying here forever. I do not get paid for
26 this. Lol

27 COOPER: Then why are you doing it
28

1 MATA: Do you want meds?? I know of do and many others that do. My
2 plan wasn't to be working all day here anyhow

3 MATA: I'm waiting on you. I want to leave

4 COOPER: Go ahead and go I am waiting for two people I can come by
5 your house later

6 On May 2, 2016, Elfers-Lyon Pharmacy in Prosser, Washington, filled a
7 prescription from DWFP, signed by Defendant ARNOLD, and dated April 30, 2016,
8 for K.M. for 120 Oxycodone 15mg pills. The prescription was issued without a
9 legitimate medical purpose and outside the usual course of professional practice.

10 **June 20, 2016**

11
12 On June 20, 2016, K.C. arrived at DWFP for a scheduled appointment with
13 Defendant ARNOLD. K.C. contacted Defendant MATA and learned that Defendant
14 ARNOLD never showed up at the office that day. K.C. learned that Defendant
15 MATA had been providing prescriptions for Oxycodone and Fentanyl patches to an
16 individual identified herein as K.M. DEA learned that Defendant COOPER was at a
17 pharmacy trying to fill the prescription and had faxed a confirmation request to
18 Defendant ARNOLD. Defendant MATA was upset because all faxes went directly to
19 Defendant ARNOLD's personal laptop. Defendant MATA believed Defendant
20 ARNOLD would now distrust Defendant MATA because Defendant ARNOLD never
21 authorized the prescription. Defendant MATA told Defendant COOPER she would
22 contact the pharmacy. Before doing so, Defendant COOPER contacted Defendant
23 MATA and said everything was okay. Defendant MATA suspected Defendant
24 COOPER was trying to "cut out" Defendant MATA from their kick-back
25 arrangement. Defendant MATA told K.C. she was owed Oxycodone pills and
26 Fentanyl patches for providing the prescription.

27 Defendant MATA showed K.C. a stack of pre-signed prescriptions from
28 Defendant ARNOLD. Defendant MATA explained that Defendant ARNOLD pre-
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1 signed a stack of prescriptions for Defendant MATA to use for patient medications.
2 Defendant MATA printed out four prescriptions for K.C. for 180 oxycodone 30mg
3 pills and six prescriptions for K.C.'s friend (fictitious name – Rhonda Adams) for 180
4 oxycodone 30mg pills. Defendant MATA used the computer at the reception desk to
5 print out the prescriptions. Defendant MATA instructed K.C. to call her before filling
6 the prescriptions to ensure Defendant MATA would be at DWFP to answer any
7 pharmacy call. K.C. paid Defendant MATA \$200 as a down payment for the
8 prescriptions.

9 Defendant MATA logged into DWFP's computer and showed K.C. how
10 Defendant MATA would change prescriptions or add patients for the purpose of
11 creating prescriptions. Defendant MATA showed K.C. how this was done when
12 creating a new prescription for K.C. for 180 Oxycodone 30mg tablets (Defendant
13 ARNOLD previously authorized 90 Oxycodone 20mg pills) and changing K.C.'s
14 diagnosis from headache to Crohn's Disease to justify the increase. On September 9,
15 2016, Defendant MATA told K.C. that DWFP's new office assistant (Defendant
16 PRICHARD) was a drug addict.

17 **August 9, 2016 – Prescription (15 Fentanyl 100mcg patches)**

18 On August 9, 2016, from 10:35 a.m. to 6:42 p.m., Defendant MATA and NAY
19 had the following text message exchange:

20 MATA: We do [N.L.] today? Later

21 NAY: Yes I'm ready

22 MATA: Around 2ish when doc isn't in town. What does he get?

23 MATA: What mg for [N.L.] for everything?

24 NAY: 100mcg 20mg 1mg xanax soma

25 NAY I can't get ahold of you, just hit me up when you're ready.

26 MATA: I told you it would be a bit. Im going to office in few
27
28

1 MATA: He dont get xanax.

2 NAY: Hit me when your ready

3 MATA: Don't forget the somas please

4 MATA: I owe lisa [Defendant Lisa COOPER] some and she is waiting
5 for them

6 NAY: Couldn't get the Soma cause they taxing me heavy. It was
7 \$257.10 for the other two. And they saying \$306.47 with the soma. I
8 didn't have enough money anyways cause I only had \$260 and thought
9 that was enough.

10 On August 9, 2016, at approximately 9:21 p.m., Defendant COOPER called
11 Defendant MATA. Defendant MATA explained that NAY was unable to pick up the
12 Soma® prescription. Defendant MATA was upset because she offered to give money
13 to NAY to pay for the Soma® but he said that he had enough. NAY did not call
14 Defendant MATA until after the pharmacy had closed to notify her he did not have
15 enough money for the Soma®. Defendant MATA stated that when she told NAY that
16 she was done doing deals with him, NAY ripped up the Soma® prescription.
17 Defendant MATA was angry because she took the time to go into the office to print
18 the Soma® prescription and NAY did not contact her until 20 minutes after the
19 pharmacy closed to tell her that he did not have enough money to pay for it.
20 Defendant MATA stated that NAY tried to blame K.Y who he sent in to pick up the
21 prescription because N.L. was in jail. Defendant MATA stated that K.Y. and N.L.
22 live next to NAY. Defendant MATA told Defendant COOPER that NAY kept all of
23 N.L.'s prescriptions except for one third that Defendant MATA received. Defendant
24 MATA stated that NAY always gets N.L.'s prescriptions.

25 On August 9, 2016, Shopko Pharmacy in Prosser, Washington, filled a
26 prescription from DWFP, signed by Defendant ARNOLD, and dated August 9, 2016,
27
28

1 for N.L. for 15 fentanyl 100mcg patches. The prescription was issued without a
2 legitimate medical purpose and outside the usual course of professional practice.

3 **October 7, 2016**

4 K.C. gave Defendant MATA \$200⁶ as payment for expediting K.C.'s
5 appointment with Defendant ARNOLD and as "drug proceeds" from prescriptions for
6 Oxycodone provided in a prior visit. During her medical appointment, Defendant
7 ARNOLD asked K.C. if there was anything new. K.C. replied no. Defendant
8 ARNOLD asked what K.C.'s average pain score with medication was. K.C. replied
9 that without medication, the pain was 7 or 8 and with medication it was a lot better.
10 Defendant ARNOLD and K.C. laughed. Defendant ARNOLD stated she needed a
11 number. K.C. stated 3 or 4. Defendant ARNOLD applied an automated blood
12 pressure cuff to K.C. and exclaimed, "123! How much caffeine have you had today?"
13 K.C. reminded Defendant ARNOLD that she drank Red Bull energy drinks.
14 Defendant ARNOLD stated, "You drank more than usual! 123? That's pathologic!"
15 K.C. blamed it on a boring drive, cigarettes and caffeine. Defendant ARNOLD asked
16 how often K.C. was in the area and K.C. replied that she traveled back and forth.

17 Defendant ARNOLD asked K.C. if K.C. felt like her pain was pretty well
18 controlled and K.C. replied yes. K.C. asked if Defendant ARNOLD was willing to
19 give K.C. more medication. Defendant ARNOLD replied, "Only if you really need
20 it." K.C. said she would run out of medication. Defendant ARNOLD offered K.C. 4
21 pills a day instead of the current 3 pills. K.C. stated that was good.

22 Defendant ARNOLD asked K.C. how many days per month K.C. was having
23 headaches. K.C. and Defendant ARNOLD both stated "every day." Defendant
24 ARNOLD asked K.C. if she had a headache right now. K.C. replied, "A little bit," but
25 it may be from the long drive from Seattle.
26
27

28 ⁶DEA Official Authorized Funds.
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1 Defendant ARNOLD printed a prescription, hand wrote a diagnosis code on it,
2 and handed it to K.C. The prescription was on pre-signed paper. K.C. asked for
3 another prescription for next month and Defendant ARNOLD said okay. Defendant
4 ARNOLD printed the second prescription, added the diagnosis code, and handed it to
5 K.C. This prescription was on pre-signed paper. Defendant ARNOLD charged K.C.
6 \$120 and told her to pay at the reception desk. K.C. paid \$120 in cash.

7 **March 8-10, 2017**

8 From March 8, 2017, at 10:35a.m. to March 9, at 4:20 p.m., Defendant MATA
9 and Defendant COOPER had the following text message exchange:

10 COOPER: So one of the times you are at the office can you print [C.C.]
11 out please. I can give you a couple of these 25s for doing it.

12 COOPER: Did you print his scripts when you were at the office

13 MATA: Sorry at hospital. Grandma took turn for worse. I stopped by
14 office for 2 min yesterday.

15 COOPER: ... Can you please do [C.C.'s] 100MCR patches and his 20
16 mg. OXY. I can hook you up for doing it. Or give you some cash. Now
17 you no why I asked for it the other day. Because I had a gut feeling it was
18 going to difficult to get.

19
20 On March 10, 2017, from 10:18 a.m. to 1:23 p.m., Defendant MATA and
21 Defendant COOPER had the following text message exchange:

22 COOPER: What time are you going to work

23 MATA: Not 100% sure. Going to see grandma first and play by ear

24 MATA: We are meeting grandma specialist at 2ish then I will go

25 COOPER: Ok thanks

26 MATA: I may be there on time. Just depending

27 MATA: I will text ya
28

COOPER: Ok

On March 10, 2017, text messages between Defendants MATA, ARNOLD, and PRICHARD confirmed that Defendant ARNOLD would not be at DWFP and that Defendants MATA and PRICHARD would be in the office handing out prescriptions using prescription paper pre-signed by Defendant ARNOLD. Defendant ARNOLD arranged to meet with Defendants MATA and PRICHARD in a veterinary parking lot to pre-sign more blank prescription paper.

On March 10, 2017, Shopko Pharmacy in Prosser, Washington, filled a prescription from DWFP, signed by Defendant ARNOLD, and dated March 10, 2017, for C.C. for 15 fentanyl 100mcg patches. The prescription was issued without a legitimate medical purpose and outside the usual course of professional practice.

On March 10, 2017, from 10:49 p.m. to 10:51 p.m., Defendant MATA sent Defendant COOPER the following text messages:

MATA: She can buy 2

MATA: She got the money

March 22, 2017

Defendant MATA sent a text message to K.C., "Doc just canceled!" and told K.C. to "park in the back." K.C. entered DWFP through the back door. K.C. met with Defendant MATA in Defendant ARNOLD's office. K.C. asked Defendant MATA who the girl in the back room was. Defendant MATA replied it was Defendant PRICHARD, her "best friend" who "does U/As" and was "just here with me." A few minutes later, Defendant PRICHARD entered Defendant ARNOLD's office and Defendant MATA introduced her to K.C. Defendant PRICHARD checked prescription paper in the printer. Another person, L.S., entered and expressed concern that Defendant ARNOLD would "flake out" one day and disappear. Defendant MATA replied, "she would show up and be 'Dr. Danielle Arnold.'" L.S. laughed and said Defendant MATA should have Defendant ARNOLD pre-sign many prescriptions

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1 or learn how to forge Defendant ARNOLD's signature. Defendant MATA stated she
2 would never sign Defendant ARNOLD's name but would go to Defendant
3 ARNOLD's house to get signatures.

4 L.S. told Defendant MATA he wanted to "try those things that [S.B.] blah, blah,
5 blah." L.S. "wanted to know what the fuss is all about." Defendant MATA told L.S.
6 she did not think he would like them because he liked to be awake and going all the
7 time. L.S. replied he liked to be going all the time and could not even take Xanax®
8 (alprazolam, a Schedule IV controlled substance). Defendant MATA exclaimed,
9 "Well, what the fuck do you think Soma's going to do!" L.S. stated he had no idea
10 because he never tried it. Defendant MATA stated that if you go to bed at night, it
11 (Soma) helps. L.S. replied that he had "1,000 pounds of weed ... if I needed to sleep."
12 Defendant PRICHARD was trying to figure out the correct position of the pre-signed
13 prescription paper in the printer. Defendants MATA and PRICHARD, and L.S.
14 discussed how to correctly position the paper in the printer.

15 L.S. asked Defendant MATA to make sure she did the "right quantity on those
16 30's because she (Defendant ARNOLD) accidentally changed them to 120." L.S.
17 stated he "told her (Defendant ARNOLD) to go back to 150." The term "30's" is
18 street slang and often refers to Oxycodone 30mg pills. Defendant PRICHARD told
19 Defendant MATA "there are four pieces of paper there that are signed" and she took
20 out some so there are not many left.

21 Defendant MATA said she "wanted to choke doc right now" because she was
22 so mad. Defendant PRICHARD added that Defendant ARNOLD needed to come in
23 tomorrow because there was not a lot of paper (pre-signed prescriptions). Defendant
24 MATA asked Defendant PRICHARD, "How much total do we have in paper?"
25 Defendant PRICHARD replied, "I think there is ten pieces in there... in your printer."
26 K.C. asked Defendant MATA if she could create 10 prescriptions. Defendant MATA
27 replied no because she did not have enough paper. K.C. asked if Defendant MATA
28

1 could create 5 prescriptions. Defendant MATA said no because L.S. was 4 and she
2 (MATA) was 5. K.C. asked how many Defendant MATA could do. Defendant
3 MATA replied 3. K.C. asked if Defendant ARNOLD was out of prescription paper.
4 Defendant MATA replied that it was not about paper but rather "pre-signed paper."
5 Defendant PRICHARD said they had a lot of unsigned paper.

6 Defendant MATA gave 2 prescriptions to K.C. who paid Defendant MATA
7 \$200 in cash. Each prescription was for 150 Oxycodone 30mg pills. They were dated
8 March 22, 2017, and bore Defendant ARNOLD's signature. The prescriptions were
9 issued without a legitimate medical purpose and outside the usual course of
10 professional practice. Defendant MATA then said, "[L.S.], I'm doing yours now."
11 K.C. went into Defendant ARNOLD's office with Defendant PRICHARD to make
12 another appointment. Defendant MATA called L.S. over to her and asked him what
13 he wanted. L.S. began telling Defendant MATA the drugs and quantities he wanted.
14 L.S. could be heard saying, "oxycodone 150 and methadone 270." K.C. departed.

15 DEA checked the PMP and confirmed L.S. filled two prescriptions dated March
16 22, 2017, one for 270 Methadone 10mg pills and the other for 150 Oxycodone 30mg
17 pills. Defendant MATA filled two prescriptions dated March 22, 2017, one for 90
18 Dextroamphetamine (Adderall®) 20mg pills and the other for Carisoprodol (Soma®)
19 350mg pills. The prescriptions were issued without a legitimate medical purpose and
20 outside the usual course of professional practice.

21 **April 28, 2017 – Prescription (15 Fentanyl 50mcg patches)**

22 On April 27, 2017, at approximately 1:25 p.m., Defendant MATA sent a text
23 message to Defendant ARNOLD, "Nugget, [D.N.] is over that way. Im going to have
24 him grab key for me. I slept in and need to get to office. Do not bring up to [D.N.]
25 any personal stuff I share with you, please. He is bringing me key [since] mine is in
26 office." At approximately 2:02 p.m., Defendant ARNOLD sent a text message to
27
28

1 Defendant MATA, "[D.N.] has key. Sorry, I was sleeping. Of course I wouldn't share
2 your personal stuff with [D.N.].

3 On April 28, 2017, at approximately 1:34 p.m., Defendant ARNOLD sent a text
4 message to Defendant MATA, "Im not awake. [T.N.]'s not awake. Can you handle
5 today?" At approximately 1:40pm, Defendant MATA replied, "Yes. I need paper
6 signed." Defendant ARNOLD immediately replied, "Ok."

7 On April 28, 2017, Shopko Pharmacy in Prosser, Washington, filled a
8 prescription from DWFP, signed by Defendant ARNOLD, and dated April 28, 2017,
9 for R.S. for 15 fentanyl 50mcg patches. The prescription was issued without a
10 legitimate medical purpose and outside the usual course of professional practice. On
11 June 27, 2016, NAY had sent a text message to Defendant MATA with R.S.'s
12 personal information to use to create a prescription and suggested he start with 180
13 Oxycodone 10mg pills and Fentanyl 50mcg patches.

14 **May 3, 2017 – Search Warrant at DWFP**

15 On May 3, 2017, DEA executed a warrant to search DWFP. Defendants
16 ARNOLD, MATA, PRICHARD were present. T.N. (in a wheel chair) was present.
17 Agents seized 35 blank, Defendant ARNOLD pre-signed prescriptions in six locations
18 in the office. Agents also seized 26 blank, Defendant ARNOLD pre-signed
19 prescriptions from Defendant PRICHARD's purse. DEA imaged five office
20 computers and seized cell phones from Defendants ARNOLD, MATA and
21 PRICHARD.

22 DEA SA Sherrell explained to Defendants MATA and PRICHARD that, as
23 DWFP employees, DEA wanted to interview them individually. Defendant MATA
24 immediately replied she was a volunteer, not an employee. SA Sherrell found 3
25 prescription bottles in Defendant MATA's purse. One had another individual's name
26 on it for 180 Oxycodone 30mg pills filled at Shopko on May 1, 2017. SA Sherrell
27 determined 119 pills were missing from the prescription, which was just 2 days old.
28

1 The second bottle had Defendant MATA's name and was for 120 carisoprodol 350mg
2 pills filled at Shopko on May 1, 2017. SA Sherrell determined that approximately 91
3 pills were missing from this prescription, which was only 2 days old.

4 Defendant PRICHARD stated she was not licensed by the State of Washington
5 as a medical assistant or healthcare provider. Defendant PRICHARD has never
6 worked at another medical office and she performed U/A drug tests and DNA swabs.
7 Regarding the 26 pre-signed blank prescriptions in her purse, defendant PRICHARD
8 stated a few nights ago, Defendant MATA asked defendant PRICHARD to check the
9 office. When PRICHARD arrived, she noticed the back door was unlocked so she
10 entered to check on things, saw the pre-signed prescription paper in the printer,
11 removed it from the printer and took it with her for security reasons.

12 Defendant MATA said she used to work in the optometry field and held no
13 medical assistant or healthcare provider licenses in Washington. Regarding the pre-
14 signed blank prescriptions in Defendant PRICHARD's purse, Defendant MATA
15 recounted Defendant PRICHARD's story. Regarding the missing Soma
16 (Carisoprodol) pills from the bottle in her purse, Defendant MATA initially replied
17 she did not want to get anyone in trouble and then stated she gave the pills to
18 Defendant PRICHARD. Defendant MATA further stated that Defendant ARNOLD
19 verbally gave her permission to issue prescriptions for patients. Defendant MATA
20 stated that Defendant ARNOLD assured her she would not get in trouble for this.

21 SA Sherrell explained to Defendant ARNOLD that DEA was at DWFP because
22 pharmacists and other practitioners made complaints about her prescriptions.
23 Defendant ARNOLD stated they were conspiring against her and she was one of the
24 most experienced and compassionate pain doctors in the area. Defendant ARNOLD
25 stated that at the beginning of the business day, she would make sure there were
26 approximately 30 pre-signed prescriptions in the reception area printer and she would
27 send controlled substance prescriptions to the printer. Defendant MATA would get
28

1 the completed, signed prescription off the printer and add the diagnosis code before
2 handing to the patient. Defendant ARNOLD said, at the end of the day she locked up
3 any remaining pre-signed prescriptions in her desk drawer. SA Sherrell asked if this
4 was common medical practice. Defendant ARNOLD said it is what worked for them
5 at DWFP. When asked about a Facebook post where Defendant ARNOLD told
6 patients MATA would be in the office on a Saturday for refills, Defendant ARNOLD
7 explained she would have signed the prescriptions on Friday and left them for
8 Defendant MATA to hand out to patients on Saturday. Defendant ARNOLD said
9 Defendants MATA and PRICHARD had office keys, but not keys to her desk drawer
10 where the pre-signed prescriptions were secure. When SA Sherrell asked how
11 Defendant PRICHARD would obtain the 26 blank, pre-signed prescriptions in
12 Defendant PRICHARD's purse, Defendant ARNOLD did not know and said
13 Defendant PRICHARD would be fired. Defendant ARNOLD stated Defendant
14 PRICHARD was a former heroin addict. Defendant ARNOLD stated she trusted
15 Defendant MATA with her life.

16 **May 3, 2017 – Search Warrant at MATA's Residence**

17 DEA seized controlled substance prescriptions for Defendant MATA and an
18 individual identified herein as A., as well as signed prescriptions, pharmacy receipts,
19 and pharmacy-labeled bottles and boxes for herself and six other individuals
20 (identified as A., D.N., PRICHARD, A.M., C.S., and J.R.). According to DEA
21 agents, there was considerable evidence of drug abuse in Defendant MATA's house,
22 including hundreds of empty fentanyl wrappers and burnt aluminum foil and a
23 homemade pen pipe for smoking controlled substances.

24 **Sample Text Messages on Defendant ARNOLD's cellular phone**

25 DEA found the following text messages on Defendant ARNOLD's cell phone.
26 March 10, 2017 – Defendant ARNOLD texted Defendant MATA, "How are you on
27 signed paper? Do I need to come in and sign some?" Defendant MATA replied, "I
28

1 will message Jen to txt to meet you for paper? Then when done here I will head to
2 office.” Defendant MATA texted Defendant ARNOLD, “Janet gotta come get paper
3 signed. Office full of patients. Can you meet me?” Defendants ARNOLD and
4 MATA arranged to meet in a veterinary clinic’s parking lot. Defendant MATA texted
5 Defendant ARNOLD that DWFP was so busy it was standing room only.

6 March 16, 2017 – Defendant ARNOLD sent a text message to Defendant
7 MATA, “Do you think I could have a few Xanax until I can buy some klonopin?
8 Maybe six or so? Defendant MATA texted she needed a refill because she was
9 overdue and Defendant ARNOLD agreed. PMP data for patient Defendant ARNOLD
10 indicated no prescriptions for alprazolam (Xanax®).

11 March 17, 2017 – Text messages indicated Defendant ARNOLD canceled work
12 because of sleep deprivation.

13 March 23, 2017 – DWFP closed. Defendant ARNOLD canceled work to
14 supervise an individual not identified herein. Defendant ARNOLD texted Defendant
15 MATA to do billing and then come out around 5. Defendant MATA texted, “I will go
16 bill but we also have patients in need of scripts because we did not have enough paper
17 yesterday?” Defendant ARNOLD texted, “Ok, do we need more paper?”

18 March 24, 2017 – DWFP closed. Defendant ARNOLD texted Defendant
19 MATA, “I am totally out of money and food. If you can come up with \$100 for me
20 today, I’d appreciate it.” Defendant MATA texted Defendant ARNOLD, “I can run in
21 later in the day” and “I need paper signed.”

22 March 25, 2017 – Defendant MATA texted Defendant ARNOLD, “Did you
23 need a little money nugget? I can give you what I made? I do not want you broke? I
24 have my food card so we won’t go hungry. I’m worried for you guys to eat?”
25 Defendant ARNOLD texted, “ ... [T.N.] needs some beer” Approximately 4
26 hours later, Defendant ARNOLD texted Defendant MATA, “Im gonna take a shower
27 in a while then come in to get \$\$ Will you be home?” At 9:40 p.m., Defendant
28 ARNOLD texted Defendant MATA that she would come in tomorrow. At 11:02
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1 p.m., Defendant MATA texted Defendant ARNOLD, "That's fine. I have \$80 and
2 Jenn got \$40 so I can give you the \$80. Hope that helps ya a bit. I'm going to sleep
3 in tomorrow then go to work billing at office at some point."

4 March 27, 2017 – Defendant MATA texted Defendant ARNOLD, "I will go
5 work and do refills and bring ya the money and or groceries?"

6 March 29, 2017 – Defendant ARNOLD cancelled patients for the day and
7 texted Defendant MATA she accidentally took a Klonopin® with a trazadone and
8 could not even walk. A few hours later, Defendant ARNOLD texted Defendant
9 MATA, "I'm also in withdrawal, but I'm working on that." PMP data for Defendant
10 ARNOLD (as patient) indicated her last prescription for clonazepam (Klonopin®) was
11 dispensed on February 29, 2016, for 90 pills for a 90 day supply (1 pill per day).

12 March 31, 2017 – Defendant ARNOLD texted Defendant MATA, "Can I have
13 2 or 3 patches tomorrow? You still owe me 3. [T.N.] really needs them." PMP data
14 for Defendant ARNOLD (as patient) indicated the last prescription for fentanyl
15 patches was dispensed on February 29, 2016, for 15 fentanyl 50mcg patches for a 30-
16 day supply (1 patch per 2 days). For patient T.N., the last prescription for fentanyl
17 patches was dispensed on February 2, 2017 for a 30-day supply.

18 April 4, 2017 – At 8:57 p.m., Defendant ARNOLD texted Defendant MATA,
19 "Bring 12 diet Pepsi, 12 Budweiser, 12 Mikes." At 10:07 p.m., Defendant ARNOLD
20 texted MATA, "Bring a few methadone if you can."

21 April 7, 2017 – At 8:05 a.m., Defendant ARNOLD texted Defendant MATA
22 she was on her fifth Klonopin® with zero sleep and asked Defendant MATA if she
23 wanted to close DWFP for the day. Defendant MATA texted Defendant ARNOLD
24 that there were patients who needed refills and asked if she could just do a few.
25 Defendant ARNOLD texted Defendant MATA she was "okay with it" and they were
26 "fucked no matter what." Defendant MATA texted, "what do you mean?" Defendant
27 ARNOLD replied, "No, if we're closed, you're staying home. You're sick!"
28

1 Defendant MATA texted she was sad for the patients. Defendant ARNOLD texted,
2 “Go in early. Cancel the patients. Put a closed sign up and get home before noon!”

3 April 11, 2017 – Defendant MATA texted Defendant ARNOLD, “I went back
4 after dropping u off and did Jessica R rxs I have your 20 bucks.”

5 April 26, 2017 – Defendant ARNOLD texted Defendant MATA, “are you
6 coming out for some meds? Do you want to meet part way?”

7 April 27, 2017 – Defendant ARNOLD texted Defendant MATA, “I don’t know
8 if you saw it, but [T.M.] gave me a new dab rig today. More high-tech than the last
9 one. That’s why I didn’t charge him.”

10 April 28, 2017 – Defendant ARNOLD texted Defendant MATA, “I’m not
11 awake. [T.N.’s] not awake. Can you handle today?” Defendant MATA replied,
12 “Yes, I need paper signed.”

13 April 29, 2017 – Defendant ARNOLD texted an individual identified herein as
14 T.M., “It’s Janet. I tried your rig. 1 toke was all it took.” T.M. replied, “Ya that
15 batch I gave you had about 5 to 6 kinds in it all 100 a gram and cured over couple
16 months over in warm place. Glad you liked it.” Defendant ARNOLD replied, “It’s
17 awesome. Thank you again.”

18 May 1, 2017 – Defendant ARNOLD texted an unknown number, “Closed today
19 due to illness. Please reschedule. Dr. A.” Defendant ARNOLD also texted [J.R.],
20 “We are closed today, but I think Danielle’s working.” Defendant ARNOLD texted
21 Defendant PRICHARD, “closed today” and Defendant MATA, “Try to move Monday
22 patients to Wed.”

23 **Sample of Conversations/Recordings on Defendant MATA’s cellular phone**

24 DEA found conversations between Defendants MATA and ARNOLD on
25 Defendant MATA’s cell phone. For example, between April 25, 2016 and April 27,
26 2016, Defendants MATA and ARNOLD discussed a female patient that Defendant
27 ARNOLD acknowledged may be selling her pills and issues with L.S.’s referral
28 patients. Defendant MATA told Defendant ARNOLD she really did not want to get
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1 rid of our patients because 70% may be fraudulent. Defendant ARNOLD, replied,
2 “maybe.” Defendant ARNOLD told Defendant MATA she needed to “break Patrick”
3 who stopped filling prescriptions. Agents found conversations occurring on May 19,
4 2016, where Defendant MATA woke Defendant ARNOLD up to notify her that
5 Defendant Lisa [COOPER] was going to trade Fentanyl patches with Defendant
6 MATA (Mallinckrodt for Gel). Defendant MATA stated that Defendant COOPER
7 would leave them in Defendant MATA’s van. Defendant MATA told Defendant
8 ARNOLD to take two Methadone in an hour. Defendant MATA told Defendant
9 ARNOLD that she did not want her to get sick. Defendant ARNOLD replied that she
10 already took a Fentanyl.

11 **Text Messages Between Defendant MATA and DAVID BARNES NAY**

12 Once Defendant MATA began working at DWFP, NAY started contacting her
13 directly to obtain controlled substances for himself and at least eight other individuals
14 (identified herein as N.L., R.I., R.S., C.S., J.M., K.Y., P.S., and S.R.). Defendant
15 ARNOLD’s practice of pre-signing blank prescription forms and allowing Defendant
16 MATA, her office manager, to fill in the other required information -- to include drug
17 type, dosage, and quantity -- caused Schedule II controlled substances to be
18 distributed and dispensed to these individual without a legitimate medical purpose and
19 outside the usual course of professional practice.

20 Using blank prescription forms pre-signed by Defendant ARNOLD and
21 provided by Defendant ARNOLD, Defendants MATA and ARNOLD created 36
22 prescriptions in NAY’s name and 131 prescriptions in the names of N.L., R.I., R.S.,
23 C.S., J.M., K.Y., P.S., and S.R. The 131 prescriptions totaled 1,940 Carisoprodol
24 350mg tablets, 775 Fentanyl patches (25mcg – 100mcg), and 8,760 Oxycodone pills
25 (5mg – 30mg).

26 March 22, 2016 – Defendant MATA texted NAY, “[I]’m going to print scripts
27 without [J]anet. Do u want me to print you anything?” NAY replied, “Yes please.
28

1 My oxys and patches and ridlin ... one month and three month if possible. I was
2 going to talk to her this well three month though.” According to PMP data, NAY
3 filled three prescriptions on March 22, 2016, for 180 Methylphenidate ER 20mg
4 (Ritalin) tablets, 45 Fentanyl 100mcg patches, and 270 Oxycodone 20mg tablets.
5 According to PMP data, between March 22, 2016, and April 15, 2017, 36
6 “prescriptions” were issued in NAY’s name for: 225 Fentanyl 100mcg patches; 2,100
7 Oxycodone 20 mg tablets; 660 Methylphenidate 20mg tablets; 840 Carisoprodol
8 350mg tablets; and 420 Alprazolam 1mg/2mg tablets.

9 May 26, 2016 – Defendant MATA texted NAY, “When is [N.] due” followed
10 by “I have some pre-signed scripts.”⁷ NAY replied, “Not for a grip ... I’ve got
11 someone else on deck.” Defendant MATA replied, “[N.] should be due.” Defendant
12 MATA and NAY exchanged several messages trying to determine when “[N.]” was
13 due for a prescription refill. When Defendant MATA asked NAY for N.’s last name,
14 NAY provided it. Defendant MATA texted NAY she planned to “up” [N]. Defendant
15 MATA and NAY exchanged several text messages regarding prescriptions for N.L. as
16 they became “due” for renewal. PMP data indicated N.L. filled 19 prescriptions
17 between May 4, 2016, and November 11, 2016, for 180 Carisoprodol 350mg tablets,
18 30 Fentanyl 50mcg patches, 90 Fentanyl 100mcg patches, 360 Oxycodone 15 mg
19 tablets, and 1,140 Oxycodone 20 mg tablets.

20 May 26, 2016 – Defendant MATA texted NAY she needed to make money and
21 asked who the other person was. NAY texted R.I.’s name, DOB and address to
22 Defendant MATA. NAY indicated R.I. had Medicare Insurance to help cover the
23 prescription. PMP data indicates on May 27, 2016, R.I. received a prescription for
24 120 oxycodone 10mg tablets. Defendant MATA texted NAY to leave her “cut” under
25 a seat in her van. Defendant MATA and NAY exchanged text messages making sure
26
27

28 ⁷ This individual is identified as N.L.
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1 N.L. and R.I. have their stories straight for the pharmacy. They also exchange texts as
2 the prescriptions become “due” for renewal.

3 June 1, 2016 – Defendant MATA texted NAY they should add fentanyl patches
4 for R.I. On June 6, 2016, Defendant MATA texted NAY she would print off
5 prescriptions for R.I. and leave them in her van at DWFP. R.I. received prescriptions
6 for oxycodone and fentanyl on that date.

7 PMP data shows R.I. filled 25 prescriptions between May 28, 2016 and April 3,
8 2017 for 240 Carisprodol 350mg tablets, 15 Fentanyl 50mcg patches, 135 Fentanyl
9 100mcg patches, 120 Oxycodone 10mg tablets, 300 Oxycodone 15mg tablets, and
10 1,620 Oxycodone 20mg tablets.

11 June 27, 2016 - NAY texted R.S.’s name, DOB, and address to Defendant
12 MATA to use for prescriptions. NAY asked Defendant MATA to prescribe R.S. 180
13 Oxycodone 10mg pills and Fentanyl 50mcg patches. PMP data reveals that on June
14 27, 2016, and June 28, 2016, R.S. received a prescription for 180 Oxycodone 10mg
15 pills and 15 Fentanyl 50mcg patches. PMP data for the period June 28, 2016, and
16 April 28, 2017, R.S. filled 18 prescriptions for 320 Carisprodol 350mg tablets, 75
17 Fentanyl 50mcg patches, 30 Fentanyl 75mcg patches, 540 Oxycodone 10mg tablets,
18 720 Oxycodone 15mg tablets, and 90 Oxycodone 30mg tablets.

19 July 6, 2016 – NAY texted C.S.’s name, DOB, and address to Defendant
20 MATA to use. NAY asked, “You got a time frame on the paperwork? I’ve got my
21 people here and ready.” Defendant MATA replied she was “slammed” at the office
22 and asked NAY to hang on. PMP data shows that on July 7, 2016, C.S. received three
23 prescriptions for 15 Fentanyl 50mcg patches, 60 Carisprodol 350mg tablets, and 180
24 Oxycodone 15mg tablets. PMP for the period July 7, 2016, to April 18, 2017, show
25 C.S. filled 22 prescriptions for 450 Carisoprodol 350mg tablets, 30 Fentanyl 50mcg
26 patches, 90 Fentanyl 75mcg patches, 1,440 Oxycodone 15mg tablets, and 120
27 Oxycodone 20mg tablets.

1 August 2, 2016 – Defendant MATA texted NAY that she did not want to add
2 any other people. Defendant MATA asked NAY if she could create a prescription in
3 his name for Soma (Carisoprodol) and then immediately delete it from the DWFP
4 computer. NAY asked Defendant MATA if she could throw in a prescription for
5 Xanax® (Alprazolam) for him because he was due. PMP shows NAY received two
6 prescriptions dated August 2, 2016, for 60 Carisoprodol 350mg tablets and 60
7 Alprazolam 1mg tablets.

8 August 15, 2016 – NAY texted K.Y.'s name, DOB, and address to Defendant
9 MATA to use. NAY indicated Defendant MATA could "stack her up" even though it
10 had been one year since K.Y.'s last prescription. Defendant MATA replied they
11 would have to start low. PMP shows K.Y. received two prescriptions dated August
12 15, 2016, for 15 Fentanyl 25mcg patches, and 120 Oxycodone 10mg tablets. PMP for
13 the period August 15, 2016, to April 26, 2017, K.Y. filled 22 prescriptions for 330
14 Carisoprodol 350mg tablets, 15 Fentanyl 25mcg patches, 30 Fentanyl 50mcg patches,
15 90 Fentanyl 75mcg patches, 120 Oxycodone 10mg tablets, 840 Oxycodone 20mg
16 tablets, 60 Oxycodone 30mg tablets, and 120 Hydromorphone 4mg tablets.

17 September 13, 2016 – Defendant MATA texted NAY, "David make sure you
18 get the somas filled. Then im going to give that chick some and go get the patches.
19 That pharmacy closes at 6pm. So get as soon as you get the money from Jeremy so I
20 can make it to pharmacy with chick by 6. Okay?" NAY replied, "What's the bottom
21 dollar on the 30s?" PMP shows NAY received 4 prescriptions dated September 13,
22 2016, for 60 Carisoprodol 350mg tablets, 180 Methylphenidate 20mg tablets, 45
23 Fentanyl 100mcg patches, and 540 Oxycodone 20mg tablets.

24 September 16, 2016 – NAY texted Defendant MATA, "I can drop this sixty and
25 the other 140 at eleven in the morning and that will be 9 on those. But ... I have like
26 12 extra ones so that will be about 70 more." Defendant MATA asked, "9\$ on
27 20mg?" NAY replied, "No they all gonna go 12ea. $170 \times 12 = 2040$. 2040-250 for the
28

1 copay=1790. $1790/2=895$. But my count is fucked up so itll be 75ea more. That's
2 the breakdown on the 20s and I gave you 700 total today."

3 September 16, 2016 – NAY texted Defendant MATA, "Okay heres the low
4 down on [P.] [P.S.] xxxxxx09 He'll be needin amitriptyline 10mg 2xdly hrs already
5 on hydro tens but can go to patches and oxys. You can give him Xanax and soma. He
6 only wants the amitriptyline and money. You can get the somas and I'll sell the xans
7 and split between me and you and he can have the amitriptyline. Then it's the same ol
8 story with the patches and oxys."

9 NAY gave P.S.'s name, DOB and address to Defendant MATA. Defendant
10 MATA replied she would go in early the next day to do the prescriptions. Defendant
11 MATA told NAY she could not prescribe Soma and Xanax® at the same time because
12 DEA would review it. PMP shows P.S. received 3 prescriptions dated September 19,
13 2016, for 15 Fentanyl 25mcg patches, 90 Carisprodol 350mg tablets, and 120
14 Oxycodone 15mg tablets. PMP for the period September 19, 2016, to December 1,
15 2016 shows P.S. filled 9 prescriptions for 330 Carisoprodol 350mg tablets, 30
16 Fentanyl 25mcg patches, 15 Fentanyl 50mcg patches, and 360 Oxycodone 15mg
17 tablets.

18 September 26, 2016 – Defendant MATA texted NAY asking what was wrong
19 with K.Y. NAY replied K.Y. had a "permanently damaged lower back." PMP shows
20 K.Y. received 2 prescriptions dated September 26, 2016, for 120 Oxycodone 15mg
21 tablets and 15 Fentanyl 50mcg patches.

22 November 25, 2016 – Defendant MATA texted NAY, "they are in my van."
23 NAY texted Defendant MATA, "Sonny" was not available yet. On November 26,
24 2016, Defendant MATA texted NAY, "Any word on sonny?" PMP shows S.R.
25 received 2 prescriptions, dated November 25, 2016, for 15 Fentanyl 50mcg patches
26 and 150 Oxycodone 15mg tablets. PMP for the period October 18, 2016, to April 3,
27 2017, shows S.R. received 14 prescriptions for 90 Carisoprodol 350mg tablets, 10
28 Fentanyl 25mcg patches, 60 Fentanyl 50mcg patches, 15 Fentanyl 75mcg patches 120
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1 Oxycodone 5mg tablets, 120 Oxycodone 10mg tablets, and 750 Oxycodone 15mg
2 tablets.

3 **Text Messages Between Defendants MATA and COOPER on Defendant**
4 **MATA's cellular phone**

5 Text messages reveal that prescriptions Defendant MATA created for K.M.,
6 S.F., and C.L. included a kickback payment to Defendants MATA and COOPER.
7 K.M., who was an existing DWFP patient, paid Defendants COOPER and MATA a
8 kickback of 3 Fentanyl patches and 40 Oxycodone pills per prescription. K.M. could
9 keep the rest. S.F. and C.L., who were not DWFP patients, were required to kickback
10 a higher percentage of the Fentanyl patches and Oxycodone pills generated by their
11 prescriptions. Prescriptions created for Defendant COOPER and C.C. apparently did
12 not involve a kickback payment to Defendant MATA; however, text messages
13 indicated Defendant COOPER sold Fentanyl patches and Oxycodone pills she
14 received from Defendant ARNOLD and from pre-signed prescriptions from
15 Defendant MATA, and sometimes used C.C.'s prescriptions to replenish the drugs she
16 sold. Defendant COOPER also sold Fentanyl patches and Oxycodone pills on
17 Defendant MATA's behalf for a 10% fee.

18 Between late March 2016 and May 3, 2017, Defendant COOPER and her
19 associates received approximately 173 prescriptions bearing Defendant ARNOLD's
20 signature for: 920 Fentanyl patches; 9,355 Oxycodone pills; 900 Amphetamine pills;
21 1,050 Carisoprodol pills; 1,020 Alprazolam pills; and 78 Phentermine pills.

22 On March 19, 2016, Defendant COOPER notified Defendant MATA she had a
23 female friend who would allow Defendants MATA and COOPER to use her name to
24 create a prescription in exchange for 5 Fentanyl patches and 30 Oxycodone pills. The
25 next day, Defendant COOPER offered to sell Defendant MATA Oxycodone pills and
26 inquired how much of Defendant ARNOLD's prescription paper was available.
27 Defendant COOPER texted Defendant MATA, "Is she out of script paper because I
28 need some scripts printed off?" Between March 24, 2016, and March 25, 2016,

1 Defendant COOPER texted Defendant MATA, "Do you have any patches to sell I
2 have someone who wants 2 for \$150." Defendant MATA referred Defendant
3 COOPER to NAY to purchase Fentanyl patches. On March 28, 2016, Defendants
4 MATA and COOPER discussed street prices for Oxycontin 80mg pills. Defendants
5 MATA and COOPER also arranged to trade Fentanyl patches for Oxycodone 15mg
6 pills, using Defendant MATA's mailbox as a dead-drop location. Defendant
7 COOPER texted Defendant MATA that she does not "snort" the "oxys" rather she
8 "chews" them. Defendant COOPER texted Defendant MATA, "I need mine for three
9 months and [C.C.] needs his for two months because he is going back to school in
10 Vegas ... I will be at [DWFP] tomorrow to get [C.C.] scripts ... I will text Janet
11 tomorrow because I also want to get mine." Defendant MATA texted Defendant
12 COOPER, "will you be able to pay me patch back in next couple days if my sister
13 don't get out of hospital to pay me back patches. I'm not stressing it bad but I don't
14 want to go without." On March 30, 2016, Defendant COOPER texted Defendant
15 MATA, "Can you call I will buy some from him to pay you back" and "It was [L.S.]
16 on the other line I am trying to get some from him now." Defendant MATA replied,
17 "his are gel. Better than nothing." On April 11, 2016, Defendant COOPER offered to
18 broker a drug deal with Defendant MATA for Fentanyl patches for \$100 each and
19 involving T.M..

20 On May 27, 2016, Defendant MATA texted Defendant COOPER she would
21 stop printing [C.C.'s] prescriptions because "it's not worth me doing it. And then if I
22 don't he will call Janet then he can go thru her. Its not eventually I will be called on it
23 by Janet. For favors. I have printed his scripts and upped his doses and gave early
24 upped his quantity so its not worth me doing it. I do it for [K.M.] also. So don't need
25 him saying he is going to Janet because I'm not jumping to do this. He can make
26 appointment if he wants." Defendant COOPER texted Defendant MATA, "I would
27 not expect you to do sh[i]t for free. Like I say Felonies are not FREE ..." On June
28

1 20, 2016, Defendants COOPER and MATA renegotiated Defendant MATA's fee for
2 prescriptions for K.M. and C.L. On August 10, 2016, there are a series of text
3 messages between Defendants MATA and COOPER regarding a meeting at DWFP at
4 1:40 a.m. so Defendant COOPER could get a prescription for Schedule II and IV
5 controlled substances.

6 The investigation revealed that C.L. N.L., P.S., J.M., C.S., K.Y., R.S., S.F., and
7 K.S. were not DWFP patients yet prescriptions for Schedule II controlled substances
8 bearing Defendant ARNOLD's signature were issued. It also revealed that K.M., R.I.,
9 M.A., and S.R. were prior patients and there were chart notes for those patients. For
10 example, K.M. was seen by Defendant ARNOLD on October 12, 2015, as a new pain
11 management patient. Records reveal a follow up visit with Defendant ARNOLD on
12 November 11, 2015 marked as "pending" with no chart notes. No other visits were
13 recorded by Defendant ARNOLD. K.M. has an extensive Schedule II controlled
14 substance prescription history in 2016 and 2017 but no documented visits with
15 Defendant ARNOLD. R.I. was seen by Defendant ARNOLD a few times in 2014.
16 R.I. has an extensive Schedule II controlled substance prescription history in 2016 and
17 2017 but no documented visits with Defendant ARNOLD. Records indicate S.R. was
18 seen by Defendant ARNOLD on January 20, 2015; however, it appears the chart note
19 may have been cut and pasted because it references a female patient. S.R. is a male.
20 No other visits are documented by Defendant ARNOLD; however many Schedule II
21 controlled substance prescriptions were issued to S.R. in 2016 and 2017. Medical
22 records indicate C.C. was established by Defendant ARNOLD as a new pain
23 management patient on June 16, 2015, but with no chart notes. A majority of C.C.'s
24 subsequent visits contain no chart notes even though Defendant ARNOLD prescribed
25 Fentanyl and Oxycodone for pain. On February 10, 2017, Defendant ARNOLD
26 increased from Fentanyl 75mcg patches to Fentanyl 100mcg patches for C.C. but there
27 are no supporting chart notes.

28 //

Text Messages Between Defendant MATA and R.B.

DEA received two cellular phones from the Washington DOH Medical Board that belonged to R.B., a former patient of Defendant ARNOLD. R.B. died in June 2016. DEA's analysis of information recovered from R.B.'s phones during the period November 15, 2015, and June 18, 2016, showed numerous contacts (330 text messages, 101 calls) with Defendant MATA's phone. Many were drug-related. For example, on November 15, 2015, R.B. texted Defendant MATA, "Know anyone got patches." Defendant MATA replied, "Nobody. I will send text out." On March 20, 2016, Defendant MATA texted R.B., "I will meet up with you to give you zanies tomorrow." R.B. replied, "You don't happen to have any patches do you?" Defendant MATA texted, "I might be able to work out a deal with you." On April 1, 2016, R.B. texted Defendant MATA, "Have him put in mailbox." On May 1, 2016, Defendant MATA texted R.B., "I'm heading to prosser to sell to lisa." On May 2, 2016, Defendant MATA texted R.B., "I've been selling my meds to make my house payment. I got someone who is buying yours and they were ready but can't pick up till she changes codes. So sorry it's taken so long. She closed office today and been trying to track her down. This chick had all the money for yours but doc needs to initial and change I can't. ... I would just pick up oxys for you but they have wrong codes!" R.B. replied "yeah take oxys let me know when thank you ... it is time." Defendant MATA texted, "They are in mailbox." On May 15, 2016, Defendant MATA texted R.B., "I got zanies. I'm going to put the ones I got you in mailbox. Remember doc is staying here so be very discrete. Please. Wait like 40 min. She is in living room." On May 18, 2016, Defendant MATA texted R.B., "Everyone is filling their scripts out of town because she has been blackballed here." On May 20, 2016, R.B. texted Defendant MATA, "Scripts there." Defendant MATA replied, "Scripts there but dr has to show the fuck up to do the codes. I can't sign the codes. She has to. She isn't scheduled to be back till Monday so I went in to meet key

1 people and she said she would meet me and never showed up. So I went home to get
2 her So her and I got in argument and she locked herself in room and that's
3 where she has stayed until she comes out to shit. Yours are in a stack of about 18
4 others." R.B. replied, "oh fuck." R.B. texted, "I wanna get [A.M.'s] also. Im afraid
5 her license will be pulled before we gettem all! Fuck." On June 15, 2016, R.B. texted
6 Defendant MATA, "Are you going to get scripts for me?" Defendant MATA replied,
7 "Yea remember we have to wait till 2 days early ... I will call ya when I gotta
8 printed."

9 7. The United States Agrees:

10 (a) To Dismiss Counts:

11 At the time of sentencing, the United States agrees to move to dismiss Counts 5,
12 7 through 17, 19 through 25, 31 through 43, 45, 46, 48 through 55, and 58 through 63
13 and 65, which charge Defendant with knowingly and intentionally distributing and
14 dispensing, and causing to be distributed and dispensed, a mixture and substance
15 containing a detectable amount of a Schedule II controlled substance (Oxycodone,
16 Fentanyl) and Counts 29, 30, 44 and 47 which charge Defendant with knowingly and
17 intentionally distributing and dispensing, and causing to be distributed and dispensed,
18 a mixture and substance containing a detectable amount of a Schedule IV controlled
19 substance (Carisoprodol), by issuing "prescriptions" without a legitimate medical
20 purpose and outside the usual course of professional practice, in violation of 21 U.S.C.
21 § 841(a)(1), (b)(1)(C), (b)(2), 21 C.F.R. § 1306.04, and 18 U.S.C. § 2.

22 (b) Not to File Additional Charges:

23 The United States Attorney's Office for the Eastern District of Washington
24 agrees not to bring any additional charges against Defendant based upon information
25 in its possession at the time of this Plea Agreement and arising out of Defendant's
26 conduct involving illegal activity charged in the Superseding Indictment or this
27 investigation, unless Defendant breaches this Plea Agreement any time before
28 sentencing.

1 (c) Not to File Information for Penalty Enhancement:

2 The United States agrees not to file an enhanced penalty information to
3 establish Defendant's prior felony drug conviction pursuant to 21 U.S.C. § 851.

4 8. United States Sentencing Guideline Calculations:

5 Defendant understands and acknowledges that the United States Sentencing
6 Guidelines (hereinafter "USSG") are applicable to this case and that the Court will
7 determine Defendant's applicable sentencing guideline range at the time of
8 sentencing.

9 (a) Base Offense Level:

10 The parties agree and stipulate that Defendant's base offense level is 32. USSG
11 § 2D1.1(c)(4).

12 (b) Specific Offense Characteristics:

13 The parties agree and stipulate that they will not seek any specific offense
14 characteristics or adjustments.

15 (c) Aggravating Role:

16 The parties agree and stipulate that Defendant's base offense level should be
17 increased 4-levels because Defendant was an organizer and leader of criminal activity
18 that involved five or more participants or was otherwise extensive. See USSG §
19 3B1.1(a).

20 (d) Multiple Count Analysis:

21 Pursuant to USSG § 3D1.2(d), the parties agree that Counts 1, 4, 6, 18, 56, 57
22 and 64 are to be grouped because the offense level is determined largely on the basis
23 of the total quantity of the controlled substances involved.

24 (e) Acceptance of Responsibility:

25 If Defendant pleads guilty and demonstrates a recognition and an affirmative
26 acceptance of personal responsibility for the criminal conduct; provides complete and
27 accurate information during the sentencing process; does not commit any obstructive
28 conduct; accepts this Plea Agreement; and enters pleas of guilty on December 6, 2018,
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1 the United States will move for a 3-level downward adjustment in the offense level for
2 Defendant's timely acceptance of responsibility, pursuant to USSG § 3E1.1(a) and (b).

3 The parties agree that the United States may, at its option and upon written
4 notice to Defendant, not recommend a 3-level reduction for acceptance of
5 responsibility if, before sentencing, Defendant is charged or convicted of any criminal
6 offense whatsoever, or if Defendant tests positive for any controlled substance.

7 (f) Criminal History:

8 The parties make no agreement on Defendant's criminal history category,
9 which shall be determined by the Court after the Presentence Investigative Report is
10 completed.

11 9. Incarceration:

12 The Defendant acknowledges that the United States will be recommending a
13 sentence at the low-end of the advisory range. The Defendant is free to recommend
14 any legal sentence.

15 10. Criminal Fine:

16 The parties are free to make whatever recommendation concerning the
17 imposition of a criminal fine that they believe is appropriate.

18 11. Supervised Release:

19 The parties agree to recommend that the Court impose a 5-year term of
20 supervised release. The parties are free to advocate for any special conditions they
21 believe are appropriate.

22 12. Mandatory Special Penalty Assessment:

23 Defendant agrees to pay the \$700 mandatory special penalty assessment to the
24 Clerk of Court for the Eastern District of Washington. *See* 18 U.S.C. § 3013.

25 13. Payments While Incarcerated:

26 If the Defendant lacks the financial resources to pay the monetary obligations
27 imposed by the Court, then Defendant agrees to earn the money to pay toward these
28

1 obligations by participating in Bureau of Prisons' Inmate Financial Responsibility
2 Program.

3 14. Additional Violations of Law Can Void Plea Agreement:

4 The parties agree the United States may at its option and upon written notice to
5 Defendant, withdraw from this Plea Agreement or modify its recommendation for
6 sentence if, before sentencing, Defendant is charged or convicted of any criminal
7 offense whatsoever, or if Defendant tests positive for any controlled substance.

8 15. Appeal Rights:

9 Defendant understands that she has a limited right to appeal or challenge the
10 conviction and sentence imposed by the Court. Defendant hereby expressly waives
11 her right to appeal her conviction and sentence. Defendant further expressly waives
12 her right to file any post-conviction motion attacking her conviction and sentence,
13 including a motion pursuant to 28 U.S.C. § 2255, except one based upon ineffective
14 assistance of counsel based on information not now known by Defendant and which,
15 in the exercise of due diligence, could not be known by Defendant by the time the
16 Court imposes the sentence.

17 16. Integration Clause:

18 The parties acknowledge that this document constitutes the entire Plea
19 Agreement between the parties, and no other promises, agreements, or conditions exist
20 between the parties concerning this case's resolution. This Plea Agreement is binding
21 only upon the United States Attorney's Office for the Eastern District of Washington,
22 and cannot bind other federal, state, or local authorities. The parties agree that this
23 agreement cannot be modified except in writing that is signed by the United States and
24 Defendant.

25 Approval and Signature

26
27 Agreed and submitted on behalf of the United States Attorney's Office for the
28 Eastern District of Washington.

1
2 Joseph H. Harrington
3 United States Attorney

4 Richard C. Burson, For:
5 George J.C. Jacobs III
6 Assistant United States Attorney

12/28/18
Date

7 I have read this Plea Agreement and have carefully reviewed and discussed
8 every part of the agreements with my attorney. I understand and voluntarily enter into
9 the Plea Agreement. Furthermore, I have consulted with my attorney about my rights,
10 I understand those rights, and I am satisfied with the representation of my attorney in
11 this case. No other promise or inducements have been made to me, other than those
12 contained in this Plea Agreement and no one has threatened or forced me in any way
13 to enter into this Plea Agreement. I am agreeing to plead guilty because I am guilty.

14 X DMuta
15 DANIELLE CORINE MATA
16 Defendant

12/28/18
Date

17 I have read the Plea Agreement and have discussed the contents of the
18 agreement with my client. The Plea Agreement accurately and completely sets forth
19 the entirety of the agreement between the parties. I concur in my client's decision to
20 plead guilty as set forth in the Plea Agreement. There is no legal reason why the
21 Court should not accept Defendant's pleas of guilty.

22
23
24 Nicholas Marchi
25 Attorney for Defendant
26
27
28

12/28/18
Date